ORIGINAL

0000176453

Transcript Exhibit(s)

Docket #(s): S-20906A-14-0063

Arizona Corporation Commission
DOCKETED
JAN 13 2017
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AZ CORP COMMISSION
DOCKET CONTROL
2017 JAN 13 P 2: 33

Exhibit #: S1a-S1g; S2a-S2n; S2q; S2r; S3a; S3b; S4a-S4h; S5a-S5c; S6a-S6c; S7a- S7d; S8a-S8d; S8f-S8p; S9a-S9d; S10a-S10d; S11a-S11f; S12a-S12d; S13a-S13j; S-14a-S14e, S15a-S15c; S16a-S16d; S17a-S17f;

Part 1 of 12

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To: Docket Control

Date: January 13, 2017

Re: Concordia Financing Company
S-20906A-14-0063
November 30 through December 23, 2016
Volumes I through XIV, Concluded

STATUS OF ORIGINAL EXHIBITS

EXHIBITS FILED WITH DOCKET CONTROL
(See attached exhibit index for all admitted exhibits)

EXHIBITS NOT UTILIZED
(By design or oversight, returned to parties)

Securities Division (S Exhibits)

S-2o-p, S-4f, S-8e, S-31a-d, S-57f, S-59b, S-74c-f, S-83e-f, S-92a-i, S-103b-c, S-105b-c, S-106a-b, S-112a-c, S-170, S-175, S-179, S-188

Concordia (C Exhibits)

C-1, C-2, C-5, C-8, C-9, C-12, C-15, C-16, C-17, C-22, C-23

ER (ER Exhibits)

ER-3

EXHIBITS NOT MOVED FOR ADMISSION
(By design or oversight, returned to parties)

Securities Division (S Exhibits)

S-172, S-177

ER (ER Exhibits)

E-1 (Party opted to not move for admission)

Copy to: Mark Preny, ALJ
All parties present

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S-39(b)	Custodial Agreement dated 8/30/2006	--	701
S-39(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-39(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-40(a)	Sale of Contracts dated 6/15/2008	--	701
S-40(b)	Custodial Agreement dated 6/15/2008	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-40(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-41(a)	Sale of Contracts dated 4/1/2000	--	701
S-41(b)	Custodial Agreement dated 4/1/2000	--	701
S-41(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-41(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-42(a)	Sale of Contracts dated 4/9/2004	--	701
S-42(b)	Custodial Agreement dated 4/9/2004	--	701
S-42(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-42(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-43(a)	Sale of Contracts dated 4/20/2000	--	701
S-43(b)	Custodial Agreement dated 4/20/2004	--	701
S-43(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-43(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-44(a)	Sale of Contracts dated 5/15/2001	--	701
S-44(b)	Custodial Agreement dated 5/15/2001	--	701
S-44(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-44(d)	Second Amendment to Sale of Contracts for Gardes Collins Effective 12/1/2011	--	701
S-45(a)	Sale of Contracts dated 1/14/2003	--	701
S-45(b)	Custodial Agreement dated 1/14/2003	--	701
S-45(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-45(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-46(a)	Sale of Contracts dated 6/22/2004	--	701
S-46(b)	Custodial Agreement dated 6/22/2004	--	701
S-46(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-46(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-47(a)	Sale of Contracts dated 6/7/2002	--	701
S-47(b)	Custodial Agreement dated 6/17/2002	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-47(c)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-48(a)	Sale of Contracts dated 3/14/2003	--	701
S-48(b)	Custodial Agreement dated 3/14/2003	--	701
S-48(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-49(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-50(a)	Sale of Contracts dated 9/1/2004	--	701
S-50(b)	Custodial Agreement dated 9/1/2004	--	701
S-50(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-50(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-51(a)	Sale of Contracts dated 2/24/2004	--	701
S-51(b)	Custodial Agreement dated 2/24/2004	--	701
S-51(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-51(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-52(a)	Sale of Contracts dated 2/9/2004	--	701
S-52(b)	Custodial Agreement dated 2/9/2004	--	701
S-53(a)	First Amendment to Sale of Contracts executed on 2/9/2004	--	701
S-53(b)	Second Amendment to Sale of Contracts executed on 2/9/2004	--	701
S-54(a)	Sale of Contracts dated 2/17/2004	--	701
S-54(b)	Custodial Agreement dated 2/17/2004	--	701
S-54(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-54(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-55(a)	Undated Sale of Contracts for $50,000 with handwritten note to add to the 12% contract	--	701
S-55(b)	Sale of Contracts for $100,000 dated 2/5/2001	--	701
S-55(c)	Custodial Agreement dated 2/5/2001	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-55(d)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-55(e)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-56(a)	Sale of Contracts for $100,000 dated 2/20/2004	--	701
S-56(b)	Custodial Agreement dated 2/20/2004	--	701
S-56(C)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-56(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-57(a)	Sale of Contracts dated 3/6/2004	--	701
S-57(b)	Custodial Agreement dated 3/6/2004	--	701
S-57(c)	First Amendment executed by David Roth only to 3/6/04 Sale of Contracts	--	701
S-57(d)	Second Amendment to Sale of Contracts executed by David Roth	--	701
S-57(e)	First Amendment to 3/6/2004 Sale of Contracts for Jan Marie Adams	--	701
S-58(a)	Sale of Contracts for $100,000 signed by Jilma Marriott on 3/22/2004	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-58(b)	Custodial Agreement signed by Jilma Marriott on 3/22/2004	--	701
S-58(c)	First Amendment to 3/22/2004 Sale of Contracts signed by Jilma Marriott	--	701
S-58(d)	First Amendment to 3/22/2004 Sale of Contracts signed by Carmen Marriott	--	701
S-58(e)	Second Amendment to 3/22/2004 Sale of Contracts with Jilma Marriott signed by Carmen Marriott, trustee on behalf of Jilma Marriott	--	701
S-58(f)	Second Amendment to 3/22/2004 Sale of Contracts with Carmen Marriott	--	701
S-59(a)	First Amendment to 3/22/2004 Sale of Contracts effective 2/1/2009	--	701
S-60(a)	Sale of Contracts dated 3/1/2004	--	701
S-60(b)	Custodial Agreement dated 3/1/2004	--	701
S-60(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-60(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-61(a)	Sale of Contracts dated 3/15/2004	--	701
S-61(b)	Custodial Agreement dated 3/15/2004	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-61(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-61(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-62(a)	Sale of Contracts dated 4/12/2004	--	701
S-62(b)	Custodial Agreement dated 4/12/2004	--	701
S-62(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-62(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-63(a)	Sale of Contracts dated 4/16/2004	--	701
S-63(b)	Custodial Agreement dated 4/15/2004	--	701
S-63(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-63(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-64(a)	Sale of Contracts dated 4/7/2004	--	701
S-64(b)	Custodial Agreement dated 4/7/2004	--	701
S-65(a)	Sale of Contracts dated 1/1/2005	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-65(b)	Custodial Agreement dated 1/1/2005	--	701
S-65(c)	First Amendment to the 1/1/2004 Sale of Contracts Effective 2/1/2009	--	701
S-65(d)	Second Amendment to the 1/1/2004 Sale of Contracts effective 12/1/2011	--	701
S-66(a)	Sale of Contracts dated 1/1/2005	--	701
S-66(b)	Custodial Agreement dated 1/1/2005	--	701
S-67(a)	Sale of Contracts dated 5/10/2006	--	701
S-67(b)	Custodial Agreement dated 5/10/2006	--	701
S-67(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-67(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-68(a)	Sale of Contracts dated 6/12/2002	--	701
S-68(b)	Custodial Agreement dated 6/12/2002	--	701
S-68(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-68(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701

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2 NO.	DESCRIPTION	IDENTIFIED	ADMITTED
3 S-69(a)	Sale of Contracts dated 7/6/2003	--	701
5 S-69(b)	Custodial Agreement dated 7/6/2003	--	701
6 S-69(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
8 S-69(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
10 S-70(a)	Sale of Contacts dated 4/1/2005	--	701
12 S-70(b)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
13 S-70(c)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
15 S-71(a)	Sale of Contracts dated 8/13/2003	--	701
17 S-71(b)	Custodial Agreement dated 8/13/2003	--	701
18 S-71(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
20 S-71(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
22 S-72(a)	Sale of Contracts dated 4/1/1999	--	701
24 S-72(b)	First Amendment to Sale of Contracts executed on 2/22/2000	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-72(c)	Second Amendment to Sale of Contracts executed on 2/22/2000	--	701
S-72(d)	Sale of Contracts dated 2/22/2000	--	701
S-72(e)	Custodial Agreement dated 2/22/2000	--	701
S-73(a)	First Amendment to Sale of Contracts executed on 8/1/2003	--	701
S-73(b)	Second Amendment to Sale of Contracts executed on 2/22/2000	--	701
S-74(a)	Sale of Contracts dated 8/1/2003	--	701
S-74(b)	Custodial Agreement dated 8/1/2003	--	701
S-75(a)	Sale of Contracts dated 12/6/1999	--	701
S-75(b)	Custodial Agreement dated 12/6/1999	--	701
S-75(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-75(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-76(a)	Sale of Contracts dated 9/10/2003	--	701
S-76(b)	Custodial Agreement dated 9/10/2003	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-76(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-76(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-77(a)	Sale of Contracts dated 6/13/2002 for $50,000	--	701
S-77(b)	Custodial Agreement dated 6/13/2002	--	701
S-78(a)	Sale of Contracts dated 10/23/2003 for $130,000	--	701
S-78(b)	Custodial Agreement dated 10/23/2003	--	701
S-79(a)	Sale of Contracts dated 3/16/2006 for $130,000	--	701
S-79(b)	Custodial Agreement dated 3/16/2006	--	701
S-79(c)	Second Amendment to Sale of Contracts effective 12/12/2011 (0896)	--	701
S-80(a)	Sale of Contracts dated 3/16/2006 for $265,000	--	701
S-80(b)	Custodial Agreement dated 3/16/2006	--	701
S-80(c)	Sale of Contracts dated 3/16/2006 for $241,883.56	--	701
S-80(d)	Custodial Agreement dated 3/16/2006	--	701
S-80(e)	Signature page for First Amendment to Sale of Contracts (0859)	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-80(f)	Signature page for First Amendment to Sale of Contracts (0890)	--	701
S-80(g)	Second Amendment to Sale of Contracts executed on 6/1/2002 (0859)	--	701
S-80(h)	Second Amendment to Sale of Contracts executed on 8/1/2003 (0890)	--	701
S-81(a)	Sale of Contracts dated 5/22/2002	--	701
S-81(b)	Custodial Agreement dated 5/22/2002	--	701
S-81(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-81(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-82(a)	Sale of Contracts dated 10/20/2003	--	701
S-82(b)	Custodial Agreement dated 10/20/2003	--	701
S-82(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-82(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-83(a)	Sale of Contracts dated 12/17/2003	--	701
S-83(b)	Custodial Agreement dated 12/17/2003	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-83(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-83(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-84(a)	Sale of Contracts dated 7/19/2002	--	701
S-84(b)	Custodial Agreement dated 7/19/2002	--	701
S-84(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-84(d)	Signature page for Second Amendment to Sale of Contracts	--	701
S-85(a)	Sale of Contracts dated 7/19/2002	--	701
S-85(b)	Custodial Agreement dated 7/19/2002	--	701
S-85(c)	Signature page for First Amendment to Sale of Contracts	--	701
S-85(d)	Signature page for Second Amendment to Sale of Contracts	--	701
S-86(a)	Sale of Contracts dated 7/19/2002	--	701
S-86(b)	Custodial Agreement dated 7/19/2002	--	701
S-86(c)	Signature page for First Amendment to Sale of Contracts	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-86(d)	Signature page for Second Amendment to Sale of Contracts	--	701
S-87(a)	Sale of Contracts dated 8/20/2002	--	701
S-87(b)	Custodial Agreement dated 8/20/2002	--	701
S-87(c)	First Amendment to Sale of Contracts	--	701
S-87(d)	Second Amendment to Sale of Contracts	--	701
S-88(a)	Sale of Contracts dated 11/1/2002	--	701
S-88(b)	Custodial Agreement dated 11/1/2002	--	701
S-88(c)	Signature page for First Amendment to Sale of Contracts	--	701
S-88(d)	Second Amendment to Sale of Contracts executed on 3/1/2003	--	701
S-89(a)	Sale of Contracts dated 11/18/2002	--	701
S-89(b)	Custodial Agreement dated 11/18/2002	--	701
S-89(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-89(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-90(a)	Sale of Contracts dated 3/1/2003	--	701
S-90(b)	Custodial Agreement dated 3/1/2003	--	701
S-90(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-90(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-91(a)	Sale of contracts dated 3/26/2003	--	701
S-91(b)	Custodial Agreement dated 3/26/2003	--	701
S-91(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-91(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-93(a)	Sale of Contracts dated 5/29/2002	--	701
S-93(b)	Custodial Agreement dated 5/29/2002	--	701
S-93(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-93(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-94(a)	Sale of Contracts dated 5/23/3003	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-94(b)	Custodial Agreement dated 5/23/2001	--	701
S-94(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-95(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-95(a)	First Amendment to Sale of Contracts executed on 2/26/2002 (no signature page)	--	701
S-95(b)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-96(a)	Sale of Contracts dated 6/19/2002	--	701
S-96(b)	Custodial Agreement dated 6/19/2002	--	701
S-96(c)	First Amendment to Sale of Contracts executed on 6/19/2002	--	701
S-96(d)	Second Amendment to Sale of Contracts executed on 6/19/2002	--	701
S-96(e)	Amount page from Sale of Contracts with copies of Checks for $100,000 dated 6/19/2002 and $79,000 dated 11/16/2004	--	701
S-97(a)	Sale of Contracts dated 6/13/2002	--	701
S-97(b)	Custodial Agreement dated 6/13/2002	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-97(c)	First Amendment to Sale of Contracts signed by Jeff Adams on behalf of Jack Adams	--	701
S-97(d)	Second Amendment to Sale of Contracts signed by Jeff Adams on behalf of Jack Adams	--	701
S-98(a)	Sale of Contracts dated 4/5/2006	--	701
S-98(b)	Custodial Agreement dated 4/5/2006	--	701
S-98(c)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-99(a)	Sale of Contracts dated 6/27/2006	--	701
S-99(b)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-99(c)	Second Amendment to Sale of Contracts effective 2/1/2009	--	701
S-100(a)	Sale of Contracts dated 7/5/2006	--	701
S-100(b)	Custodial Agreement dated 7/5/2006	--	701
S-100(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-100(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-101(a)	Sale of Contracts dated 7/31/2006	--	701
S-101(b)	Custodial Agreement dated 7/31/2006	--	701
S-101(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-101(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-102(a)	Sale of Contracts dated 9/23/2006 for $100,000	--	701
S-102(b)	Pages from Sale of Contracts dated 9/3/2006 for $200,000	--	701
S-102(c)	Custodial Agreement dated 9/3/2006	--	701
S-102(d)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-102(e)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-104(a)	Sale of Contracts dated 12/18/2000	--	701
S-104(b)	Custodial Agreement dated 12/18/2000	--	701
S-104(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-104(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-107(a)	Sale of Contracts dated 11/16/2005	--	701
S-107(b)	Custodial Agreement dated 11/16/2005	--	701
S-107(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-107(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-108(a)	Sale of Contracts dated 12/1/2005	--	701
S-108(b)	Custodial Agreement dated 12/1/2005	--	701
S-108(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-108(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-109(a)	Sale of Contracts dated 12/5/2005	--	701
S-109(b)	Custodial Agreement dated 12/5/2005	--	701
S-109(c)	First Amendment to Sale of Contracts effective 2/10/2009	--	701
S-109(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-110(a)	Sale of Contracts dated 11/25/2005	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-110(b)	Custodial Agreement dated 11/25/2005	--	701
S-110(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-110(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-111(a)	Sale of Contracts dated 12/1/2005	--	701
S-111(b)	Custodial Agreement dated 12/1/2005	--	701
S-111(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-111(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-113(a)	Sale of Contracts dated 12/17/2006	--	701
S-113(b)	Pages from Sale of Contracts dated 12/17/2006	--	701
S-113(c)	Pages from Sale of Contracts dated 12/17/2006	--	701
S-113(d)	Custodial Agreement dated 2/17/2006	--	701
S-113(e)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-113(f)	First Amendment to Sale of Contracts effective 2/1/2009	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-113(g)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-114(a)	Sale of Contracts dated 2/1/2006 for $90,000	--	701
S-114(b)	Sale of Contracts dated 2/1/2006 for $75,000	--	701
S-114(c)	Void Sale of Contracts Dated 4/26/2004 for $75,000	--	701
S-114(d)	Custodial Agreement dated 2/1/2006	--	701
S-114(e)	Custodial Agreement dated 2/1/2006	--	701
S-114(f)	Custodial Agreement dated 4/26/2004	--	701
S-114(g)	Signature page to First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-114(h)	Signature page to First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-114(i)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-114(j)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-115(a)	Sale of Contracts dated 5/7/2005	--	701
S-115(b)	Sale of Contracts dated 3/7/2001	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-115(c)	Custodial Agreement dated 3/7/2001	--	701
S-115(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-115(g)	Custodial Agreement dated 3/7/2001	--	701
S-116(a)	Sale of Contracts dated 1/1/2000	--	701
S-116(b)	Custodial Agreement dated 1/1/2000	--	701
S-116(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-116(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-117(a)	Sale of Contracts dated 8/4/2000	--	701
S-117(b)	Custodial Agreement dated 8/4/2000	--	701
S-117(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-117(d)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-118(a)	Sale of Contracts dated 2/9/2000	--	701
S-118(b)	Custodial Agreement dated 2/9/2000	--	701

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NO.	DESCRIPTION	IDENTIFIED	ADMITTED
S-118(c)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-118(d)	First Amendment to Sale of Contracts effective 2/1/2009	--	701
S-118(e)	Second Amendment to Sale of Contracts effective 12/1/2011	--	701
S-119(a)	Sale of Contracts for Robert T. and Antoinette R. Holmes dated 4/23/1999	--	701
S-119(b)	Custodial Agreement dated 4/23/1999	--	701
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STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **January 1, 1998** to **March 10, 2015**, **Concordia Financing Company, Ltd.** has not filed with the Arizona Corporation Commission a notice pursuant to A.R.S. § 44-1850 of the Securities Act of Arizona or Article 12 of the Arizona Investment Management Act (A.R.S. § 44-3321 *et seq.*); has not registered securities with the Arizona Corporation Commission by description pursuant to Article 6 of the Securities Act of Arizona (A.R.S. § 44-1871 *et seq.*) or by qualification pursuant to Article 7 of the Securities Act of Arizona (A.R.S. § 44-1891 *et seq.*); has not registered with the Arizona Corporation Commission as a dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 11th DAY OF MARCH, 2015.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-1a
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **January 1, 1998** to **March 10, 2015**, **ER Financial & Advisory Services, LLC** has not filed with the Arizona Corporation Commission a notice pursuant to A.R.S. § 44-1850 of the Securities Act of Arizona or Article 12 of the Arizona Investment Management Act (A.R.S. § 44-3321 *et seq.*); has not registered securities with the Arizona Corporation Commission by description pursuant to Article 6 of the Securities Act of Arizona (A.R.S. § 44-1871 *et seq.*) or by qualification pursuant to Article 7 of the Securities Act of Arizona (A.R.S. § 44-1891 *et seq.*); has not registered with the Arizona Corporation Commission as a dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 11th DAY OF MARCH, 2015.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-16
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **January 1, 1998** to **March 10, 2015**, **Lance Michael Bersch** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 11th DAY OF MARCH, 2015.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-1c
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **January 1, 1998** to **March 10, 2015**, **David Wanzek** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 11th DAY OF MARCH, 2015.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-1d
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **January 1, 1998** to **March 10, 2015**, **Linda Wanzek** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 11th DAY OF MARCH, 2015.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-1e
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **January 1, 1998** to **March 10, 2015**, **Christopher Crowder** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 11th DAY OF MARCH, 2015.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-14
ADMITTED

STATE OF ARIZONA

Corporation Commission

CERTIFICATION

I, Mark Dinell, certify that I am the Assistant Director of the Arizona Corporation Commission's Securities Division and that I have legal custody of the records of the Securities Division. I certify that I have directed a diligent search of the Securities Division records and the records reflect that during the period of **January 1, 1998** to **March 10, 2015**, **Kenneth Crowder** has not registered with the Arizona Corporation Commission as a securities salesman or dealer pursuant to Article 9 of the Securities Act of Arizona (A.R.S. § 44-1941 *et seq.*); and has not made a notice filing or licensed with the Arizona Corporation Commission as an investment adviser or investment adviser representative pursuant to Article 4 of the Arizona Investment Management Act (A.R.S. § 44-3151 *et seq.*)

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE ARIZONA CORPORATION COMMISSION, AT THE CAPITOL, IN THE CITY OF PHOENIX, THIS 11th DAY OF MARCH, 2015.

BY _____

Mark Dinell
Assistant Director
Securities Division

EXHIBIT
S-19
ADMITTED

[redacted]-815

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 4/30/02, 2001 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and SUELLEN LEMAY, a(n) INDIVIDUAL Living TRUST 1/20/2000 ("Investor") hereinafter collectively referred to as "the parties."

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means E R Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

EXHIBIT S-2a ADMITTED

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 50,000 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 1% per month return (12% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof; which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: SUELLEN LEMAY [redacted] AZ [redacted]

12.10 Waiver of Jury Trial. ✓ SL KC *(Initial)* BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 30th day of April, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: Kenneth Crowder
Kenneth Crowder
President

Investor: x Suellen LeMay Hec.

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Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____,2001

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 4/30, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), SUELLEN LEMAY, a(n) IND. ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".
Living TRUST 1/20/2000

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 4/30, 2002 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

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BERSCH

EXHIBIT
S-2b
ADMITTED

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents,

this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Kenneth Crowder
President

Investor: Sullen Lemay Hec.

Custodian: PTR.
E R Financial and Advisory Service

ACC000015
BERSCH

AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on April 30, 2002 by and between Suellen Lemay and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about April 30, 2002 Suellen Lemay and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Suellen Lemay monthly an amount equal to a 1% percent return (12% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Suellen Lemay desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to Suellen Lemay monthly payments in an amount equal to the interest payments Concordia has been making to

EXHIBIT
S-26
ADMITTED

Suellen Lemay. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: _____
Suellen Lemay

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011*, the Sale of Contracts and Servicing Agreement ("Agreement") executed on *April 30, 2002,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Suellen Lemay* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *April 30, 2002,* Concordia and *Suellen Lemay* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Suellen Lemay 's* investment balance. *Suellen Lemay* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

EXHIBIT
S-2d
ADMITTED

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JUN 12,2012 20:14 suellen lemay [redacted] RECEIVED 06/12/2012 16:36 [redacted] CONCORDIA Page 3

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$66,554.03* to $11,159.06.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Suellen Lemay* . In the event that *Suellen Lemay* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

JUN 12,2012 20:15 suellen lemay [redacted] Page 4
RECEIVED 06/12/2012 16:36 [redacted] CONCORDIA

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Suellen Lemay hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____
Suellen Lemay

ACC000066
BERSCH

JUN 12,2012 20:15 suellen lemay [redacted] Page 5
RECEIVED 06/12/2012 16:36 [redacted] CONCORDIA

Given to Suellen LeMay April 2002 by Michael Bersch

CONCORDIA FINANCE

INVESTOR
$100,000

RETURN ON INVESTMENT
$1,000 / MONTH
(12% / YR)

PRODUCT APPROVED BY
KANSAS CITY LIFE INC.
BROKER: SUNSET FINANCIAL

1. INVESTOR GIVES INVESTMENT CHECK TO ER FINANCIAL

4. ER FINANCIAL GIVES INVESTOR A MONTHLY CHECK BASED ON INVESTMENT

EXHIBIT
S-2e
ADMITTED

ER FINANCIAL
MICHAEL BERSCH, CPA
DAVID WANZEK, CPA
(MAINTAINS ACTUAL COLLATERAL & CONTRACTS FOR INVESTOR, REVIEWS MONTHLY REPORTS & PAYMENTS TO INVESTORS)

CONCORDIA FINANCE
(SERVICES CONTRACTS FOR INVESTOR)

PAYMENT ON TRUCKS

2. ER FINANCIAL SENDS INVESTMENT TO CONCORDIA.
3. CONCORDIA REPORTS TO ER FINANCIAL

ACQUIRES TRUCK CONTRACTS

ACC000001
BERSCH

To our Portfolio Investors:

In the next few weeks you will be receiving a letter from Concordia Financing that addresses their potential growth and the planned restructuring needed to achieve this growth. Concordia is doing great and this is all part of growing it bigger and better and with that there are changes. The company is expected to grow two to three times in a short period of time thru bank financing and new investor monies. When companies grow there are opportunities for expansion and that is where Concordia is today.

As part of this growth, the company will set a date, (to be determined), where all new monies invested will be maintained by a new company and the new monies will be collateralized differently. The new monies coming from individual investors will be placed into what is called a mezzanine level of funding. Concordia will offer 12% on this new money and they want to raise 10 million at this level. The other funding will come from the banks and or other financial institutions. The collateral for this new money will be collaterized by a secured second position on the truck contracts with a guarantee by Concordia.

With respect to the current investment portfolios, they will continue as is, and we will continue to maintain the collateral for you, and send you your checks every month as we have in the past. As in the past, we also will monitor the financial position of Concordia. Currently the financial position is excellent.

Again, for the current portfolio income investors everything stays the same.

We have money invested like you do so when this restructuring takes place we made sure that your money and collateral will still be handled by us.

When you have additional funds to invest in contract, please let us know so we can place in with Concordia as to earn 12%. If you have any friends that would like 12% income flow, we are available to discuss Concordia with them.

Most importantly, your current investments with Concordia will be maintained by us and this will not change thru this restructuring of Concordia,

Should you have any questions please call us at [redacted]

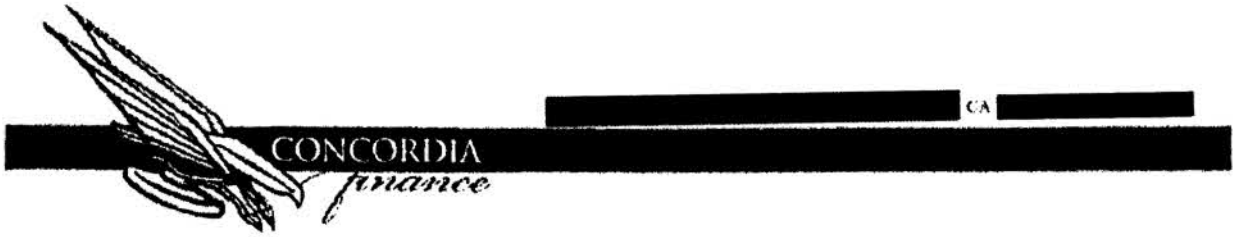
David Wanzek, CPA

Michael Bersch, CPA

9/20/06
Dave Wanzek.
Jack?
Max

end of Sept. meet yet??
250,000 mil
200,000 over 2m
or NW 1 mil

EXHIBIT
S-24
ADMITTED



[redacted] CA [redacted]

August 10, 2006

Dear Concordia Investors

Concordia Finance has grown substantially over the years and this has been as a result of the confidence of investors, like yourself. The company is servicing in excess of 30,000,000 dollars and profits are growing. There is still room to expand. Our growth has provided us with a unique opportunity to take it to the next level and with your confidence and continued support this can be achieved this.

The opportunity is to grow into other states and we have already made contacts with dealers in the states that we have chosen to do business and a lot of the groundwork has been completed. In order to properly grow additional funding is required and we hope to double or triple the amount we service.

As part of this potential growth opportunity, we have engaged Pacific Financial Advisors (PFA) to seek bank financing and secondary financing (Mezzanine) from major banks, financial institutions and portfolio investors. In doing so, Concordia will establish a new company called Concordia Funding LLC ("Concordia Funding") which will finance new contracts. Concordia Funding will hold all the collateral on all new financing.

Current Portfolio Investors: Existing investors will maintain the current arrangements with Concordia and ER financial (David and Mike) will continue to hold collateral for you and monitor the monthly reports for you. Basically, it stays the same. You have until September 30 to invest any addition funds in this category. This investment pays 10% with specific collateral.

Future Portfolio Money: As of September 30, 2006 all new investment money will be put into the mezzanine level and will be serviced by Concordia Funding, the new company. The collateral will be pooled contracts and will be held by Concordia Funding. The interest payments to the new investment money will be at 12 percent.

Outline of Future Money:

- New Senior Secured Financing. PFA has received strong indications of interest from three different institutions for a credit line up to $40 million (Senior Secured financing). However, in order to complete the Concordia Funding financing transaction, PFA and ER Financial still need to raise up to $10 million in the form of secured Mezzanine notes.
- New Secured Mezzanine Note. A Mezzanine Note is similar to the current Concordia portfolios which investors presently own. However, the main difference is that the Mezzanine Note will have a second security position to the banks in terms of a lien on the collateral. The current Concordia portfolios have a first security position in terms of a lien in each truck contract. The new Mezzanine Notes are secured by a larger and diverse

portfolio of truck contracts. The new Mezzanine Notes will continue to be guaranteed by Concordia.

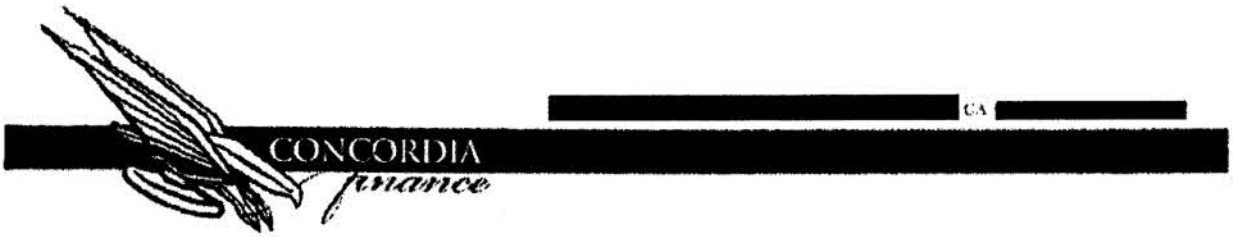
- Current investors will have the opportunity but are not required to invest in or convert into the Mezzanine Notes. This is simply a voluntary investment opportunity.
- The Mezzanine Notes will provide for secured monthly interest payments at an annual rate of 12% (12.58% annual yield) and will have a term of 5 years.
- The Mezzanine Notes are secured by a diversified portfolio of truck contracts. Thus there are a large number of trucks backing the Mezzanine Note investment.
- The Mezzanine Notes possess a second security interest in the Concordia Funding's truck contract portfolio below the bank financing.
- Concordia will provide a full recourse loss guaranty on the bank's Senior Secured Financing and the Mezzanine Notes. Concordia will establish a cash reserve in addition to the established Concordia Funding's cash reserve for the benefit of the Concordia Funding's investors and lenders.

In order to be involved with the new company, I will continue to be the chairman of the Board of Concordia, and Chris Crowder, who has been the VP will take over as president of Concordia. This will allow more of my time to be spent in the development of this new growth opportunity.

Attached for your review is a cover letter from PFA and a summary of the Mezzanine Note investment opportunity and terms.

Sincerely,

Ken Crowder
CEO
Concordia Finance



Concordia Funding, LLC
Secured Mezzanine Notes
Summary of Terms

Issuer:	Concordia Funding, LLC (the "SPC")
Securities Offered:	$ 5,000,000 to $10,000,000 principal amount of five-year Secured Mezzanine Notes (the "Mezzanine Notes") to accredited investors.
Use of Funds:	The SPC will invest the proceeds of the Mezzanine Notes' to purchase truck sales contracts. In addition to the proceeds from the Mezzanine Notes, the SPC will also receive up to $40,000,000 of proceeds from a Senior Secured Lender to purchase additional truck sales contracts. The purchase of the truck sales contracts will be originated by Concordia Finance and Concordia Finance will also be the servicer of all the truck sales contracts purchased by the SPC.
Subscription Minimum:	The minimum individual investment amount is $250,000 and a subscription agreement (firm written commitment to invest) should be completed by September 30, 2006. The minimum total investment amount required is $5,000,000.
Investment Timing:	The actual purchase of the Mezzanine Notes and closing of the entire SPC financing is scheduled for October 18, 2006, at which time investors must make payment (either check or wire) to the SPC.
Investment Strategy:	To provide secure monthly returns for five years equal to an annual fixed interest rate of 12% (annualize yield of 12.68%).
Concordia Guaranty:	Concordia Finance will provide a guaranty on the payments of monthly interest and principal of the Senior Secured Lender and the Mezzanine Notes.
SPC Cash Reserve:	The SPC will also fund a separate cash reserve to provide for payments of monthly interest and principal of the Senior Secured Lender and the Mezzanine Notes.

CONCORDIA *finance*

Security Interest	The Mezzanine Notes will be secured, on a second priority basis, in a diversified pool of truck sales contract. The security interest of the Mezzanine Notes will be subordinate to the Senior Secured Lender.
Service Agreement	Concordia Finance will enter into an origination and servicing agreement with SPC to originate and service the truck sales contracts.
Redemption:	On or after three years, the SPC may, redeem the Mezzanine Notes at 100% of face value (par amount) plus accrued and unpaid interest.
Reporting:	Each Investor will receive an unaudited quarterly financial statement and audited annual financial statements of SPC and Concordia Finance.
Custodian:	The Custodian, pursuant to the Custodial Agreement executed by SPC and Custodian will maintain and hold all documents relating to the Sales Contract for purposes of administration.
Investor:	Qualified investor must be an Accredited Investor as defined by Rule 501(a) of Regulation D under the Securities Act of 1933 ("1933 Act")

This Summary is for discussion purposes only and sets forth certain terms of the Mezzanine Note investment. A prospective qualified investor should read and review the Information Memorandum in its entirety, and ask any questions of management or its advisors prior to making an investment decision.

ER Financial
& Advisory
Service
[redacted], AZ
[redacted]

David Wanzek, CPA
[redacted]

Michael Bersch,
CPA
[redacted]

RE: Concordia Finance

Dear Suellen Lemay

We recently attended the board of directors meeting of Concordia Finance in Ontario California. The company continues to grow and has progressed towards its goals. The company had good first quarter earnings and is projected to have an excellent year.

One of the many topics discussed involved the interest that Concordia pays to its investors. One of the decisions that the board made was to pay 10% interest on any new money invested after June 30 2002. Accordingly Concordia will accept investment money at 12% until the end of June.

If there are any questions please contact David or Michael at [redacted]

Sincerely,

David Wanzek

Michael Bersch

Michael Bersch

[redacted]

ACC000022
BERSCH

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ADMITTED

CONCORDIA
finance

March 6, 2009

Dear Suellen Lemay,

The world economy has hit the financial markets in a way that could never have been anticipated only one year ago. Concordia has not been exempt, we have been hit hard too.

Fortunately Concordia was in a good position back in December of 2006. The rising price of diesel in 2007 began to create problems for our truck drivers. Between July 2007 and June of 2008 we had a record number of voluntary repossessions.

In January 2008 three companies which had competed with Concordia for deals shut their doors. The best known of these was AIG. American General, the funding company, had entered the truck finance market with the intent of selling insurance to the drivers. When these three companies closed their doors, Concordia began to see better applicants and was hopeful that the worst was over.

Then came the financial crisis of the mortgage market which has resulted in bank failures and the stock market collapse. This was unprecedented in recent times. Concordia immediately went into an internal review to examine our options. We had taken large losses over the past year and a half. We had an excess of inventory from repossessions in a market where prices were dropping.

The conclusion of the review is that for some period of time, Concordia will stop the accrual and payment of interest on the investment amounts so that we can operate successfully to maximize investors' return. During this period, Concordia will need to maintain funding levels and cash reserves and be allowed to continue to operate and collect from active contracts and properly repossess and sell the truck inventory.

Concordia has received many requests for withdrawal of funds. There have been too many for us to accommodate. Our capital is currently tied up in repossession inventory and contracts from which we are collecting. We need time to liquidate the inventory and continue to collect payments.

Our attorney is drafting a new agreement which we will ask you to sign. This should arrive by mail within the next week or two.

We are requesting that you permit us to continue servicing your accounts. We intend to send each investor a monthly check equal to the amount of interest which was formerly due. This money, however, will be classified as a return of capital.

If all investors agree, our business model predicts that we can return most, if not all, of your investment under the worst case of assumptions we can imagine.

We hope you will understand. Please be patient a little longer while we develop a formal offer.

Sincerely,

Chris Crowder
President and COO

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ADMITTED

ACC000023
BERSCH

CONCORDIA
Finance

March 10, 2009

Dear Suellen Lemay,

I would like to thank you for the many kind words and well wishes for the future of the company. We believe the actions we are taking are the best for all investors.

This is the first payment of your principal return. We believe that there will be no tax implications on this money, since it was invested with after tax dollars, however, each investor may be different and you should check with your tax advisor.

Enclosed is an amendment to your existing contract, which will permit Concordia to make the return of principal payments. Please sign and return in the enclosed envelope.

Like everyone, we look forward to a turnaround in the economy. We know that when it does, our industry will be the one of the first to experience it.

Should you have any questions, please do not hesitate to contact me.

Thank you again for your understanding.

Sincerely,

Chris Crowder
President and COO

EXHIBIT
S-2j
ADMITTED

ACC000024
BERSCH

CONCORDIA
finance

Dear Investor,

I'm writing you because we have not received your Amendment. We have been instructed by our attorney that if we have not received the Amendment by April 24, we will have to hold further return of principal aside until the matter is resolved.

Thank You,

Christopher Crowder
President and COO

EXHIBIT
S-2k
ADMITTED

ACC000025
BERSCH

CONCORDIA
finance

Dear Investor,

We are writing you because Concordia still has not received the signed Amendment from you. To date, we have received signed Amendments from over 80% of the investors. We need to treat every investor equally. Therefore checks for principal payments are only being distributed to investors who have signed and returned the Amendment. The previous principal payments were issued so that you would have sufficient time to review and return the signed Amendment to us. We requested receipt by the 24th of April.

All current and future payments are being suspended pending receipt of your signed amendment in the mail or by fax, [redacted] or another arrangement is made. Once we receive the signed Amendment, we will release the check.

Should you have any questions please do not hesitate to contact me.

Christopher Crowder
President and COO
Concordia Finance

EXHIBIT
S-2L
ADMITTED

ACC000026
BERSCH

April 13, 2009

Christopher Crowder
Concordia Finance
[redacted]
[redacted] CA [redacted]

Sent Via FAX

Dear Chris:

I spoke with you a couple of weeks ago regarding the financial issues of our truck investments. We discussed the need for more financial disclosure but to date I have heard nothing more from you, The Singleton family members have at least five different accounts invested with Concordia. We have no specific information regarding the financial well being of Concordia nor do we have specific financial information on our individual investments. Asking us to modify our interest agreements without any overall picture of the financial health of Concordia and our individual investments is unreasonable. The amendments we have been requested to approve leave no opportunity for the investor to participate in any upside in the investment market. The amendment is a one sided arrangement that excludes the investor from any opportunity to participate in improved financial performance. Combined with the lack of any transparency in the investments themselves this makes decision making more difficult.

We need more specific information concerning our investment. Please send the following information for each of our accounts:

- Accounts;
  - Walter & Beth Singleton
  - Walter T. Singleton Decedent Trust
  - J. Verne Singleton & Andrea Singleton
  - Suellen Lemay
  - Paul Singleton
- List of all current truck loans including the up-to-date loan service history.
- Copies of all current titles for each investment account.
- Copies of all the current loan documents including all of the current contact information for the truck owners for each investment account.

Please send this information to:

J. Verne Singleton
[redacted]
[redacted] CO [redacted]
[redacted]
[redacted] (Cell)

We need to receive this information no later than April 27, 2009. If there is a problem in doing this please call Verne immediately and let him know of any issues preventing you from meeting this obligation.

Sincerely:

J. Verne Singleton

Beth Singleton

Suellen Lemay

Paul Singleton

ACC000028
BERSCH

April 24, 2009

Christopher Crowder
Concordia Finance
[redacted]
[redacted] CA [redacted]

Sent Via FAX

Dear Chris:

The enclosed letter was sent to earlier this month. To date I have only received some of the requested information for the accounts listed below.

- Accounts;
  - Walter & Beth Singleton
  - Walter T. Singleton Decedent Trust
  - J. Verne Singleton & Andrea Singleton
  - Suellen Lemay
  - Paul Singleton

This information was prepared by Dave Wanszack in Lake Havasu City. I received copies of truck titles and the loan documents. I did not receive any up to date loan history.

I need a full accounting of the various Singleton Family Investments since the date of inception of our respective investments. This should include all loans made with Singleton funds and documentation of the securitization of these loans as described in the Investment Contracts. I need a loan history of each of these loans including all loan payment history, defaults, resolution of defaults for all loans. The information you provided in your letter of early March was summary information for the Singleton Investments. We had discussed full disclosure of the status of Concordia Financial not just the Singleton accounts. I still have no information on the overall health of Concordia Investments and therefore it is not possible to knowledgably make decisions regarding the modification of our respective Investment Contracts. I also need a copy of the Security documents filed with the State of California Department of Corporations and /or any other California agencies governing the issuance of these financings.

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BERSCH

Another matter of concern is that none of the titles provided to me note the "investor" as having a lien on the trucks nor is the investor noted on the loan documents. Concordia has also failed to routinely provide the title documentation, assignment of the contracts, default notifications, etc. as required in the Investment Contracts. With Concordia currently in default of our Investment Contracts there does not seem to be anyway to exercise our rights under the agreements. Why are the Investors not listed on the liens and contacts?

I need to know what Concordia is doing to improve the default issues associated with these loans. What concessions have been offered to the Customers to improve on the default rates? Have you adjusted contract interest rates? What has Concordia done to share in this problem? The contacts provided to me carry an interest rate of 30%. Our contracts pay 10%-12%. What specifically is being done to distribute the economic hardships you have vaguely defined? This is the type full disclosure I have asked for and so far has not been forthcoming. To date it appears that only the investor is participating in this downturn.

You are asking, and now demanding, that the Investors sign away all of their rights in the original contracts for a hoped for return of principal over a ten year period. This expectation is not reasonable. By signing the proposed amendment the Investor is signing away all rights to future interest payments. Your letter mentions looking forward to an economic turn-around and that "...Our industry will be one of the first to experience it." However, the amendment leaves the Investor out of this optimistic forecast. Your attorneys can surely draft a more equitable amendment that takes into consideration the Investors not just Concordia Finance.

There is no reason for Concordia to not return principal even if the requested modifications to the contract have not been executed. There is nothing in the Investment Contracts that prohibits Concordia from returning principal to the Investor. We expect Concordia to continue to make principal payments to the Singleton accounts in the same amounts and timeframe as other Concordia investors. TO not due so would be considered a coercive tactic on the part of Concordia in order to receive relief form the existing contractual obligations and your current default of the existing agreements. Continue to send principal payments to the account holders of record.

Please send this information to:

J. Verne Singleton
[redacted]
[redacted] CO [redacted]
[redacted]
[redacted] (Cell)
[redacted] (office)

ACC000030
BERSCH

We need to receive this information no later than May 9, 2009. If there is a problem in doing this please call me immediately and let him know of any issues preventing you from meeting this obligation.

Sincerely:

J. Verne Singleton

ACC000031
BERSCH

Suellen LeMay

[redacted]

[redacted] Az [redacted]

faxed [redacted]

Christopher Crowder

Concordia Finance

[redacted]

[redacted] Ca [redacted]

Mr. Crowder,

Please find in this fax transmission my signed copy of SECOND AMENDMENT TO SALES OF CONTRACTS AND SERVICING AGREEMENT, effective Dec. 1, 2011.

My family, the Singletons, and I have been very patiently awaiting information concerning the financial status of Concordia. Note the questions raised in the attached letter from my brother, Paul, dated Dec. 14, 2010, after his visit with you at your office in Ontario. ***Where did the trucks go? And, where is the money from sales of repossessions, including downpayments?*** If, as you stated on every note accompanying our monthly checks, that X dollars were held in reserve for reinvestment, ***where did it go?*** Each of our investments were shown as being held in a separate and distinct account. Where, in the original contract, is it stated that our funds (original investment and/or reinvested) were to be used as a humongous kitty that Concordia could put at risk without our knowledge or consent? If there were actually truck contracts, performing or not, associated with each account, the exorbitant interest rates associated with these contracts should cover interest rates as promised. In a worse case scenario, with no performing truck contracts, the residual value of repossessions, including

downpayments, should have been made available to each of us, along with the disappearing "funds held for future investment".

Concordia does not appear to be registered with the California Securities Division, 1099s were not filed for interest paid, and investors were not provided accurate, audited updates on what the company was doing with our considerable investment. If it smells like a rat, and quacks like a duck, this scheme does not conform to basic business practices of transparency and due diligence on the part of those who brought us in as investors, or those who signed the original contracts when accepting our funds, and led us down the yellow brick road with monthly updates, never giving investors the chance to make an informed decision concerning the appropriateness of being a Concordia investor in rocky times.

Those who were enriched, including ER Financial and Concordia principals, at the expense of friends, family and business clients, have cast a pall of distrust and disgust over those who funded the poorly run boondoggle. Yes, times have been tough everywhere, but loosing principal that had always been accounted for as in reserve, was and is not acceptable.

Please send all withheld checks to me immediately, accounting for March-June 2012,inclusively.

Sincerely

Suellen Lemay 6-10-2012

[redacted] CA [redacted] • [redacted]

CONCORDIA finance

6/13/12

Dear Mrs. LeMay,

First I want to thank you for signing the Amendment. On previous occasions, we left messages at Paul's office in Hawaii to discuss Concordia and the Amendments, however, the calls were never returned.

I will try to address your questions and concerns that you put forth in your letter. I do recall responding to similar questions that Paul asked in his letter dated December, 14, 2010.

1) **Where did the trucks go?** Based on the rest of the letter I'm assuming that you are referring to repossessions. In the event of a truck's repossession, Concordia places the vehicle up for sale in order to recoup as much money as possible.

2) **Where is the cash proceeds from the sale of repossessed trucks?** Substantially all of the sales of repossessed trucks lose money. At the end of 2008 through to the end of 2010, we were seeing losses of approximately 65 cents on the dollar on each repossessed truck that was sold. Prior to February of 2009, the sales proceeds from the repossessed trucks were used to pay interest to investors with any excess being used to purchase more contracts which in turn generated interest income to pay investors. Starting in February 2009, the sales proceeds from repossessed trucks were and continue to be used to fund the return of principal to investors.

3) **Where did it go?** As I explained in 2) above, the repossessions grew far beyond what Concordia had seen historically. Also, the sales proceeds from the sale of repossessed trucks were much lower than Concordia had ever experienced.

4) **Separate accounts.** Your accounts were separated by the specific pledging of the sales contracts. Each month Concordia generates a "Schedule A" which lists the specific performing sales contracts that were pledged to your account.

5) **Down payments.** Concordia does not receive the proceeds from a down payment on the purchase of a truck. That down payment proceeds goes to the dealer who is selling the truck.

6) **Concordia Registrations.** Concordia's conditional sales contract is not a security. Concordia services or collects monies on the conditional sales contracts and thus is a servicing company. The

EXHIBIT
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ADMITTED

"Sales and Servicing Agreement" states that Concordia as the servicer, will purchase the conditional sales contract from dealers on your behalf which it then services on your behalf.

7) **1099 Reporting.** As you are the beneficial owner of these retail installment sales contracts, Concordia cannot issue 1099s. Your accountant or tax advisor should be consulted on how this should be addressed as Concordia is not qualified to provide tax advice.

8) **Investment.** With respect to you entering into the Sales and Servicing Agreement, I have never had the opportunity to meet you or any of your family members prior to the decline of Concordia's financial condition. I was not involved when you or any of your family members entered into the Sales and Servicing Agreement. It is my understanding that all those who entered into the Sales and Servicing Agreement were accredited.

Typically, one would have an attorney or accountant review any agreement that is entered into, including the Sales and Service Agreement. Concordia has been transparent to all the investors, more so since the 2009 Amendment. We have provided quarterly letters with summary financial information and when asked, we have provided detailed financial information as well. In addition, I have answered question on the phone and even met with investors personally.

When the February 2009 Amendment was proposed, Paul stated that he had "counsel" representing him. That automatically required Concordia to have their own attorney, Dick Millar, represent Concordia for all communication. I have always preferred letters or phone calls that are not backed by legal threats. This enables me to answer questions and clarify matters person to person.

I understand how difficult this experience is. This was not "a poorly run boondoggle". I too have been negatively impacted, having lost my home. I have not been financially enriched by this, nor has my father. My team has not had a raise in over five years and I have taken large cuts to my salary. I could have easily filed the company for bankruptcy back in February of 2009, which would have resulted in about a 20% to 25% return of principal to investors at best. However, I and my team chose to do right thing and stay and worked hard to keep the doors open to maximize the overall return of principal to investors. As a result of our best efforts, Concordia doubled the amount of principal that can now be paid back to investors (45%). I, as are other investors, are thankful that my team has stayed on even though they see that the end is coming.

I hope this answers your questions. Feel free to ask more.

Sincerely,

Christopher Crowder

President

[redacted] 0-215

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 4/30/02, 2001 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and SUELLEN LEMAY, Living TRUST 1/20/2000 a(n) INDIVIDUAL ("Investor") hereinafter collectively referred to as "the parties."

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means E R Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

EXHIBIT S-3a ADMITTED

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1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 50,000 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 1% per month return (12% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof; which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: SHELLEN LEMAY
[redacted]
AZ

12.10 Waiver of Jury Trial. ✓ SL KC *(Initial)* BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 30th day of April, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: Kenneth Crowder
Kenneth Crowder
President

Investor: x Shellen LeMay Mec.

Exhibit A:

List of Contracts

Name of Customer	Dealer	Principal Amount As of _____ ,2001

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 4/30, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), SUELLEN LEVINE, a(n) IND. ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".
Living TRUST 1/26/2000

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 4/30, 2002 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

EXHIBIT
S-3b
ADMITTED

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents,

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this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Kenneth Crowder
President

Investor: Sullen Lemay Hee.

Custodian: PTR.
E R Financial and Advisory Service

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SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011*, the Sale of Contracts and Servicing Agreement ("Agreement") executed on *April 30, 2002,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Suellen Lemay* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *April 30, 2002,* Concordia and *Suellen Lemay* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Suellen Lemay 's* investment balance. *Suellen Lemay* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

EXHIBIT
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ADMITTED

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JUN 12,2012 20:14 Suellen Lemay [redacted] Page 3
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reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$66,554.03* to $11,159.06.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Suellen Lemay* . In the event that *Suellen Lemay* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

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JUN 12,2012 20:15 suellen lemay [redacted] Page 4
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Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Suellen Lemay hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____
Suellen Lemay

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BERSCH

JUN 12,2012 20:15 Suellen Lemay [redacted] Page 5
RECEIVED 06/12/2012 16:36 [redacted] CONCORDIA

Original Contract, with copy of check

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of _____ by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) INVESTORS ("Investor") here in after collectively referred to as "the parties." VERN & ANDREA SINGLETON

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial & Advisory, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

EXHIBIT
S-4a
ADMITTED

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 100,000 00 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts, which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and

the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIANS; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 0.833 per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts, which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. The losing party shall pay all costs of arbitration, together with any legal, court, investigation, and accounting.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at

any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefore, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (FedEx, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: J. Verne Simpson
[redacted], CO [redacted]

12.10 Waiver of Jury Trial. _____ *(Initial)* BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this ___ day of _____, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: _____

Exhibit A:

List of Contracts

Name of Customer	Dealer	Principal Amount As of _____,2005

This will get completed once Funded.

Total: $ _____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of _____ by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), SINGLETON, sole and separate property, a(n) INVESTORS ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

VERN E ANDREG

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated _____ (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

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4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleaded.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnifications and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnities") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnities may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnities arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnities.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Christopher Crowder
Vice President

Investor:

Custodian:

ER Financial and Advisory Services

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *October 24, 2005,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Verne & Andrea Singleton* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *October 24, 2005,* Concordia and *Verne & Andrea Singleton* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Verne & Andrea Singleton's* investment balance. *Verne & Andrea Singleton* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

EXHIBIT
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ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$79,500.01* to $18,544.61.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Verne & Andrea Singleton*. In the event that *Verne & Andrea Singleton* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Verne & Andrea Singleton hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

Andrea Singleton

By: _____
Verne & Andrea Singleton

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 10/24/05 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) INVESTORS ("Investor") here in after collectively referred to as "the parties." VERN & ANDREA SINGLETON

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial & ADVISORY, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

EXHIBIT
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ADMITTED

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 100,000 00 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts, which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and

the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIANS; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 0.833 per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts, which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. The losing party shall pay all costs of arbitration, together with any legal, court, investigation, and accounting.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at

any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefore, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (FedEx, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: J. Verne Simpson
[redacted], CO

12.10 Waiver of Jury Trial. JS AS CW (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 24 day of OCT 2005, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By:
Christopher Crowder
Vice President

Investor:

ACC000321
BERSCH

Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____ ,2005

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 10-24-05 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), SINGLETON, sole and separate property, a(n) INVESTORS ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

VERN & ANDREA

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 10-24-05 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

EXHIBIT
S-4e
ADMITTED

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleaded.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnifications and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnities") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnities may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnities arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnities.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Christopher Crowder
Vice President

Investor:

Custodian:

ER Financial and Advisory Services

CONCORDIA FINANCE
STATEMENT OF EARNINGS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2006
PRELIMINARY & CONFIDENTIAL

Confidential - Settlement Communications
Pursuant to Evidence Code Section 1152

		Unaudited 12/31/2007
REVENUE		
CONTRACT INTEREST	$	7,137,437
CONTRACT FEES		326,414
DISCOUNT EARNED		583,302
MISCELLANEOUS INCOME		101,862
TOTAL REVENUE	$	8,149,015
COST OF MONEY		
INTEREST PAID INVESTORS	$	2,283,220
INTEREST ACCRUED		708,491
INTEREST PAID, NOTES PAYA		23,991
INTEREST ACCRUED, NOTES P		108,313
CHINO BANK		1,584
ERF		592,573
WANZEK		8,717
FINDER FEES		209,499
SUNSET		9,000
TOTAL COST OF MONEY	$	3,945,387
GROSS PROFIT	$	4,203,628
COST OF OPERATIONS		
RENT	$	119,515
TELEPHONE		10,272
TRAINING AND EDUCATION		2,686
COST OF PREPARATION		6,192
REPAIRS AND MAINTENANCE		25
OFFICE SPACE		122
COMPUTER EXPENSES		16,921
REPAIRS AND MAINTENANCE,		200
MAINTNANCE, SOFTWARE		1,356
TELEPHONE		71,227
OFFICE SUPPLIES		90,431
POSTAGE AND SHIPPING		20,770
MISCELLANEOUS EXPENSES		3,884
TOTAL OFFICE EXPENSES	$	343,601
EMPLOYEE TRAVEL		
TEMPORARY HELP	$	47,790
TOTAL EMPLOYEE TRAVEL	$	47,790

4,002,412
176,972
-3,779,798
61090

EXHIBIT
S-49
ADMITTED

ACC000522
BERSCH

CONCORDIA FINANCE
STATEMENT OF EARNINGS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2006
PRELIMINARY & CONFIDENTIAL

Confidential - Settlement Communications
Pursuant to Evidence Code Section 1152

		Unaudited 12/31/2007
PAYROLL		
OFFICE AND CLERICAL	$	414,857
PAYROLL TAXES		14,598
PAYROLL SERVICES		1,965
BENEFITS, OTHER		4,458
ADMINISTRATION		87,365
OTHER DIRECT CHARGE		25
PAYROLL TAXES		90,090
WORKERS COMPENSATION INSURANCE		10,714
EMPLOYEE HEALTH INSURANCE		108,369
MANAGERS		252,954
BONUSES		92,805
OFFICE EQUIPMENT		6,474
LEASES, HARDWARE		1,060
TRAINING AND EDUCATION EX		19,535
EXECUTIVE TRAINING		7,604
TOTAL PAYROLL	$	1,112,874
COST OF RECOVERY PREPARATION AND SALE		
COST OF RECOVERY	$	27,898
FIELD CALLS		21,792
REPOSSESSION AGENT FEES		19,812
INSPECTION		517
REPAIRS		6,726
DMV AND MISCELLANEOUS FEE		4,566
SALES COMMISSIONS		300
TOTAL COST OF RECOVERY	$	81,611
TOTAL COST OF OPERATIONS	$	1,585,876
GENERAL AND ADMINISTRATIVE EXPENSES		
COMPUTER SUPPLIES	$	39
LEASES, SOFTWARE		249
VEHICLE, TRAVEL AND ENTERTAINMENT		-
MILEAGE REIMBURSEMENT		796
CAR RENTAL, TAXI		45
MEALS, PER DIEM		26
ENTERTAINMENT		2,478
VEHICLES		4,594
LEASE OR RENT		1,488
REPAIRS AND MAINTENANCE		79
FUEL, OIL, AND OTHER OPER		1,918
TAXES, LICENSES, AND INSU		10,578
BUSINESS MEETING EXPENSES		77
CONFERENCE EXPENSES		4,785
TOTAL VEHICLE, TRAVEL AND ENTERTAINMENT	$	27,151
TAXES		
PERSONAL PROPERTY TAXES	$	4,574
LICENSE FEES		2,896
TOTAL TAXES	$	7,470
INSURANCE		
HAZARD INSURANCE/PROPERTY	$	709
GENERAL LIABILITY INSURAN		11,106
OTHER INSURANCE		9,666
TOTAL INSURANCE	$	21,481

104,688

1,119,515

CONCORDIA FINANCE
STATEMENT OF EARNINGS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2006
PRELIMINARY & CONFIDENTIAL

Confidential - Settlement Communications
Pursuant to Evidence Code Section 1152

		Unaudited 12/31/2007
PROFESSIONAL SERVICES		
ACCOUNTING SERVICES	$	67,493
LEGAL SERVICES		28,421
CONSULTING SERVICES		64,643
INTERNET SERVICES		2,607
PRINTING, ADVERTISEMENT &		15,049
EXPANSION SERVICES		213,739
OTHER PROFESSIONAL SERVICE		41
TOTAL PROFESSIONAL SERVICE	$	391,993
DEPRECIATION EXPENSES		
DEPRECIATION EXPENSE	$	70,871
TOTAL DEPRECIATION EXPENSES	$	70,871
G&A EXPENSES OTHER		
BAD DEBTS	$	3,546,518
CONTRIBUTIONS		5,800
DUES AND SUBSCRIPTIONS		13,873
TOTAL G&A EXPENSE, OTHER	$	3,566,192
TOTAL GENERAL AND ADMIN	$	4,085,158
TOTAL OTHER INCOME	$	-
OTHER EXPENSES	$	-
EARNINGS BEFORE TAXES	$	(1,467,407)
PROVISION FOR TAXES		
PROVISION FOR FEDERAL INCOME TAXES	$	(628,851)
PROVISION FOR STATE INCOME TAXES		-
TOTAL PROVISION FOR TAXES	$	(628,851)
NET PROFIT (LOSS)	$	(838,556)

MILLAR, HODGES & BEMIS
ATTORNEYS AT LAW
ONE NEWPORT PLACE, SUITE 900
1301 DOVE STREET
NEWPORT BEACH, CALIFORNIA 92660-2448
TELEPHONE (949) 752-7722

LARRY R. BEMIS
STEPHEN R. BEMIS
KENNETH R. HODGES
RICHARD W. MILLAR, JR.

FAX (949) 752-

August 19, 2009

Paul W. Singleton
[redacted]
[redacted] Hawaii [redacted]

Re: Concordia/Singleton

Dear Mr. Singleton:

Thank you for your letter of August 3, 2009.

It is my understanding that Concordia has prepared physical checks to you which they are holding pending resolution. It is my further understanding that checks for July have previously been sent to you as a good faith gesture.

Additionally to provide you with more information, I enclose copies of Concordia's statement of earnings, statement of cash flows, and balance sheet for the physical year 2008 and year-to-date to June 2009.

I have asked Concordia to provide me with copies of the checks that were issued but are being held so that you can have that assurance as well.

Please let me know additional information you would like. If you have an email address, we can utilize that to speed things up. My email address is millar@mhblaw.net.

Very truly yours,

Richard W. Millar, Jr.

EXHIBIT
S-4h
ADMITTED

RWM:msh
Enclosures
cc: Chris Crowder, Concordia Finance
Armen J. Dekmejian Concordia Finance

Concordia Income [illegible]ment Comparison
FYs 20[illegible]-2009

CONCORDIA FINANCE
STATEMENT OF EARNINGS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2007
PRELIMINARY & CONFIDENTIAL

REVENUE	FY 2006	FY 2007	% Change 06-07	FY 2008	% Change 07-08	YTD June 30, 2009	2009 Annualized	% Change 08-09 Est.
CONTRACT INTEREST	$7,137,437	$7,150,163	0%	$6,477,497	-9%	$2,519,027	$5,038,054	-22%
CONTRACT FEES	$326,414	$214,124	-34%	$186,500	-13%	$53,000	$106,000	-43%
DISCOUNT EARNED	$583,302	$655,207	12%	$701,536	7%	$272,088	$544,176	-22%
MISCELLANEOUS INCOME	$101,862	$255,905	151%	$165,015	-36%	$103,508	$207,016	25%
TOTAL REVENUE	$8,149,015	$8,275,399	2%	$7,530,548	-9%	$2,947,623	$5,895,246	-22%
COST OF MONEY								
INTEREST PAID, NOTES PAYABLE	$840,794	$3,522,516	319%	$3,625,021	3%	$315,159	$315,159	-91%
Int Paid Investors	$2,283,220		-100%					
CHINO BANK	$1,584	$1,498	-5%		-100%			
ERF	$592,573	$592,168	0%	$748,405	26%	$9,394	$18,788	-97%
WANZEK	$8,717	$104,800	1102%		-100%			
FINDER FEES	$209,499	$42,933	-80%	$78,500	83%	$0	$0	-100%
SUNSET	$9,000	$9,072	1%		-100%			
TOTAL COST OF MONEY	$3,945,387	$4,272,987	8%	$4,451,926	4%	$324,553	$333,947	-92%
GROSS PROFIT	**$4,203,628**	**$4,002,412**	-5%	**$3,078,622**	-23%	**$2,623,070**	**$5,561,299**	81%
COST OF OPERATIONS								
TELEPHONE	$81,449	$57,746						
MEALS, PER DIEM	$26	$0						
LOCAL MILEAGE REIMBURSEMENT	$796	$0						
PAYROLL DIRECT CHARGE		$551						
OTHER OFFICE EXPENSE		$0						
TRAINING AND EDUCATION	$2,686	$5,431						
COST OF PREPARATION	$6,192	$135,109						
REPAIRS AND MAINTENANCE	$225	$19,388						
TEMPORARY HELP		$980						
COMPUTER EXPENSE	$16,291	$2,043						
MAINTNANCE, SOFTWARE	$1,356	$67,064						
OFFICE SUPPLIES	$90,431	$65,759		$320,421		$126,210	$252,420	-21%
POSTAGE AND SHIPPING	$20,770	$34,378						
MISCELLANEOUS EXPENSES	$4,006	$12,015						
TOTAL OFFICE EXPENSES	$224,228	$400,462	79%	$320,421	-20%	$126,210	$252,420	-21%
TEMPORARY HELP	$47,790	$96,081	101%	$23,578	-75%	$2,884	$5,768	-76%
TOTAL TEMP HELP	$47,790	$96,081	101%	$23,578	-75%	$2,884	$5,768	-76%
PAYROLL								
PAYROLL TAXES	$104,688	$97,590						
PAYROLL SERVICES	$1,965	$4,974						
BENEFITS, OTHER	$4,458	$8,483						
ADMINISTRATION	$502,222	$484,242		$1,411,827		$566,893	$1,133,786	-20%
WORKERS COMPENSATION INSURANCE	$10,714	$9,062						

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Concordia Income [illegible]ment Comparison
FYs 2006 -2009

REVENUE	FY 2006	FY 2007	% Change 06-07	FY 2008	% Change 07-08	YTD June 30, 2009	2009 Annualized	% Change 08-09 Est.
EMPLOYEE HEALTH INSURANCE	$108,369	$159,076						
MANAGERS	$252,954	$560,250						
SUPERVISORS		$99,066						
VACATION PAY (NOT TAKEN)		$1,477						
BONUSES	$92,805	$24,712						
OFFICE EQUIPMENT	$6,474	$3,553						
TRAINING AND EDUCATION EXPENSE	$19,535	$9,110						
Misc	$1,086							
EXECUTIVE TRAINING	$7,604	$24,936						
TOTAL PAYROLL	$1,112,874	$1,486,529	34%	$1,411,827	-5%	$566,893	$1,133,786	-20%
COST OF RECOVERY PREPARATION AND SALE								
COST OF RECOVERY	$27,898	$28,771		$158,412		$73,698	$147,396	-7%
FIELD CALLS	$21,792	$6,412						
REPOSSESSION AGENT FEES	$19,812	$115,265		$353,102		$134,821	$269,642	-24%
TRANSPORTATION/TOWING		$11,476						
INSPECTION	$517	$1,393						
REPAIRS	$6,726	$3,179						
DMV AND MISCELLANEOUS FEE	$4,566	$7,985		$152,760		$56,625	$113,250	-26%
CUSTOMER REPAIRS/IMPROVEMENTS		$0						
COST OF SALE		$345						
SALES COMMISSIONS	$300	$2,145						
TOTAL COST OF RECOVERY	$81,611	$176,972	117%	$664,274	275%	$265,144	$530,288	-20%
TOTAL COST OF OPERATIONS	$1,466,503	$2,160,044	47%	$2,420,100	12%	$961,131	$1,922,262	-21%
GENERAL AND ADMINISTRATIVE EXPENSES								
Other Gen & Admin Exp				$59,630		$11,230	$22,460	-62%
INSURANCE		$157						
Leases Software	$248							
Vehicles	$4,594							
OFFICE EQUIPMENT RENTAL		$802						
COMPUTER SUPPLIES	$39	$8,135						
MILEAGE REIMBURSEMENT		$734						
CAR RENTAL, TAXI	$45	$4,641						
AIRLINES		$6,273						
HOTELS		$11,917						
MEALS, PER DIEM		$15,967						
OTHER TRAVEL EXPENSES		$2,018						
ENTERTAINMENT	$2,478	$31,467						
LEASE OR RENT	$121,003	$263,834		$256,151		$148,044	$296,088	16%
REPAIRS AND MAINTENANCE	$79	$14,596						
FUEL, OIL, AND OTHER OPER	$1,918	$7,453						
TAXES, LICENSES, AND INSU	$10,578	$892						
BUSINESS MEETING EXPENSES	$77	$729						
CONFERENCE EXPENSES	$4,785	$600						
TOTAL GENERAL AND ADMINISTRATION	$145,844	$370,214	154%	$315,781	-15%	$159,274	$318,548	1%
TAXES								
PERSONAL PROPERTY TAX	$4,574	$2,131	-53%	$5,237	146%	$1,913	$3,826	-27%
LICENSE FEES	$2,896	$3,375	17%		-100%			

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Concordia Income [illegible]ment Comparison
FYs 2006-2009

REVENUE	FY 2006	FY 2007	% Change 06-07	FY 2008	% Change 07-08	YTD June 30, 2009	2009 Annualized	% Change 08-09 Est.
TOTAL TAXES	$7,470	$5,506	-26%	$5,237	-5%	$1,913	$3,826	-27%
INSURANCE								
GENERAL LIABILITY INSURAN	$11,106	$10,852	-2%		-100%			
OTHER INSURANCE	$10,375	$30,374	193%		-100%			
TOTAL INSURANCE	$21,481	$41,226	92%	$29,522	-28%	$13,983	$27,966	-5%
PROFESSIONAL SERVICES								
ACCOUNTING SERVICES	$67,493	$133,379		$25,200		$0	$0	-100%
Expansion Services	$213,739							
Other Prof Services	$41							
LEGAL SERVICES	$28,421	$28,473		$86,211		$70,654	$141,308	64%
CONSULTING SERVICES	$64,643	$304,540		$303,891		$150,000	$300,000	-1%
INTERNET SERVICES	$2,607	$21,958						
PRINTING, ADVERTISEMENT &	$15,049	$11,891						
RECRUITING AND HIRING		$3,315						
OTHER PROFESSIONAL SERVICES		$12,842		$57,357		$25,514	$51,028	-11%
TOTAL PROFESSIONAL SERVICES	$391,993	$516,397	32%	$472,659	-8%	$246,168	$492,336	4%
DEPRECIATION EXPENSE	$70,871	$103,390		$98,159		$41,364	$82,728	
TOTAL DEPRECIATION EXPENS	$70,871	$103,390	46%	$98,159	-5%	$41,364	$82,728	-16%
G&A EXPENSES OTHER								
BAD DEBTS	$3,546,518	$2,704,726		$3,666,233		$2,340,450	$4,680,900	28%
CONTRIBUTIONS	$5,800	$10,200		$30,208		$8,529	$17,058	-44%
DUES AND SUBSCRIPTIONS	$13,873	$21,867						
PENALTIES		$117						
BANK CHARGES		$6,155						
TOTAL G & A EXPENSE, OTHER EXPENSES	$3,566,191	$2,743,064	-23%	$3,696,441	35%	$2,348,979	$4,697,958	27%
TOTAL GENERAL AND ADMINISTRATION	$4,203,850	$3,779,798	-10%	$4,617,799	22%	$2,811,681	$5,623,362	22%
INTEREST INCOME	$0	$61,090	#DIV/0!	$33,231	-46%	$8,356	$16,712	-50%
EARNINGS BEFORE TAXES	($1,466,725)	($1,876,340)	28%	($3,926,046)	109%	($1,141,386)	($2,282,772)	-42%
PROVISION FOR TAXES - FEDERAL	($628,851)	($651,500)		($1,337,198)		($388,072)	($776,144)	
PROVISION FOR TAXES - STATE		($169,390)		($346,872)		($100,018)	($200,036)	
Gain/(Loss) On Sale of Asset				$10,799				
NET PROFIT (LOSS)	($837,874)	($1,055,451)	-26%	($2,252,775)	-113%	($653,296)	($1,306,592)	42%
Add Back: Bad Debt Expense	$3,546,518	$2,704,726		$3,666,233		$41,364	$82,728	
Add Back: Tax Exp (Benefit)	($628,851)	($820,889)		($1,684,070)		$2,340,450	$4,680,900	
Add Back: Loss (Gain) on Sale of Asset	$0	$0		($10,799)		($488,090)	($976,180)	
Add Back: Depreciation Exp	$70,871	$103,390		$98,159		$41,364	$82,728	
EB Taxes Bad Debt and Depr	$2,150,664	$931,776	-57%	($183,252)	-120%	$1,281,792	$2,563,584	1499%

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CONCORDIA FINANCE
STATEMENT OF EARNINGS
FISCAL YEAR 2008 & YTD JUNE 2009
PRELIMINARY & CONFIDENTIAL

Confidential – Settlement Communications
Pursuant to Evidence Code Section 1152

	Unaudited FYE 12/31/08	Unaudited YTD 6/30/09
REVENUE		
CONTRACT INTEREST	6,477,497	2,519,027
CONTRACT FEES	186,500	53,000
DISCOUNT EARNED	701,536	272,088
MISCELLANEOUS INCOME	165,015	103,508
TOTAL REVENUE	**7,530,548**	**2,947,623**
COST OF MONEY		
INTEREST PAID, NOTES PAYABLE	3,625,021	315,159
CUSTODIAN FEES	748,405	9,394
FINDER FEES	78,500	-
TOTAL COST OF MONEY	**4,451,926**	**324,553**
GROSS PROFIT	**3,078,622**	**2,623,070**
COST OF OPERATIONS		
OFFICE EXPENSES	**320,421**	**126,210**
TEMP HELP	**23,578**	**2,884**
PAYROLL	**1,411,827**	**566,893**
COST OF RECOVERY PREPARATION AND SALE		
REPOSSESSION AGENT FEES	353,102	134,821
DMV AND MISCELLANEOUS FEE	152,760	56,625
OTHER RECOVERY, PREP AND SALES EXPENSES	158,412	73,698
TOTAL COST OF RECOVERY	**664,274**	**265,145**
TOTAL COST OF OPERATIONS & RECOVERY	**2,420,100**	**961,133**
GENERAL AND ADMINISTRATIVE EXPENSES		
LEASE OR RENT	256,151	148,044
OTHER GENERAL AND ADMIN EXPESES	59,630	11,230
TOTAL GENERAL AND ADMINISTRATION	**315,781**	**159,274**
TOTAL TAXES & LICENSE FEES	**5,237**	**1,913**
TOTAL INSURANCE	**29,522**	**13,983**
PROFESSIONAL SERVICES		
ACCOUNTING SERVICES	25,200	-
LEGAL SERVICES	86,211	70,654
CONSULTING SERVICES	303,891	150,000
OTHER PROFESSIONAL SERVICES	57,357	25,514
TOTAL PROFESSIONAL SERVICES	**472,659**	**246,168**
DEPRECIATION EXPENSE	**98,159**	**41,364**
OTHER G&A EXPENSES		
BAD DEBTS	3,666,233	2,340,450
CONTRIBUTIONS, DUES, BANK CHARGES	30,208	8,529
TOTAL OTHER G & A EXPENSE	**3,696,441**	**2,348,979**
TOTAL GENERAL AND ADMINISTRATION	**4,617,801**	**2,811,682**
INTEREST INCOME	33,231	8,356
EARNINGS BEFORE TAXES	**(3,926,048)**	**(1,141,388)**
GAIN/(LOSS) ON SALE OF ASSET	(10,799)	-
PROVISION FOR TAXES - FEDERAL	(1,337,198)	(388,072)
PROVISION FOR TAXES - STATE	(346,872)	(100,018)
NET PROFIT (LOSS)	**(2,252,777)**	**(653,298)**
ADD BACK: BAD DEBT EXP	3,666,233	41,364
ADD BACK: TAX EXP (BENEFIT)	(1,684,070)	2,340,450
ADD BACK: LOSS (GAIN) ON SALE OF ASSET	(10,799)	(488,090)
ADD BACK: DEPRECIATION EXPENSE	98,159	41,364
EARNINGS BEFORE TAXES, BAD DEBT & DEP EXP.	**(183,254)**	**1,281,790**

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CONCORDIA FINANCE
BALANCE SHEET
FISCAL YEAR 2008 & YTD JUNE 2009
PRELIMINARY & CONFIDENTIAL

Confidential – Settlement Communications
Pursuant to Evidence Code Section 1152

	Unaudited 12/31/08	Unaudited 06/30/09
ASSETS		
CURRENT ASSETS		
TOTAL CASH	1,078,199	1,278,623
RECEIVABLES - PERFORMING ACCOUNTS		
ACCRUED INTEREST RECEIVABLE	2,835,336	2,787,279
CONTRACT RECEIVABLE	20,573,643	17,694,701
UNEARNED DISCOUNT	(583,510)	(466,203)
TOTAL PERFORMING CONTRACTS	22,825,469	20,015,777
NON PERFORMING ACCOUNTS		
INVENTORY REPOSSESSIONS	4,159,174	3,491,587
CONTRACT RECEIVABLE	1,502,833	1,530,989
INSURANCE CLAIMS	136,886	189,929
INSURANCE DEFICIENCY	125,756	124,063
PROVISION FOR LOSSES	(3,494,926)	(3,258,653)
TOTAL NON PERFORMING CONTRACTS	2,429,723	2,077,915
DEFERRED TAX ASSET	4,086,667	4,575,637
NOTES RECEIVABLE	53,479	53,479
TOTAL RECEIVABLES	29,395,338	26,722,808
OTHER CURRENT ASSETS	133,871	146,350
PROPERTY PLANT AND EQUIPMENT		
OFFICE FURNITURE AND EQUIPMENT	188,606	188,606
COMPUTER EQUIPMENT AND SOFTWARE	462,653	462,653
VEHICLES, OFFICERS	41,023	41,023
TOTAL PROPERTY PLANT AND EQUIPMENT	692,281	692,281
ACCUMULATED DEPRECIATION	(422,413)	(463,776)
TOTAL ASSETS	30,877,276	28,376,286
LIABILITIES		
CURRENT LIABILITIESHOLDER'S EQUITY		
ACCOUNTS PAYABLE, TRADE	22,174	51,609
ACCOUNTS PAYABLE, OTHER	253,811	6,000
ACCRUED ACCOUNTS PAYABLE	67,532	-
SALARIES AND WAGES	8,551	18,952
TOTAL ACCOUNTS PAYABLE	352,068	76,561
LONG TERM LIABILITIES		
NOTES PAYABLE	3,571,369	3,231,970
INVESTOR NOTES (PORTFOLIO)	28,447,825	27,215,039
TOTAL LONG TERM LIABILITIES	32,019,194	30,447,008
TOTAL LIABILITIES	32,371,262	30,523,569
STOCK HOLDERS EQUITY		
COMMON STOCK	420,112	420,112
RETAINED EARNINGS	341,630	(1,914,097)
PROFIT (LOSS) FOR PERIOD	(2,255,728)	(653,298)
TOTAL STOCK HOLDERS EQUITY	(1,493,986)	(2,147,284)
TOTAL STOCK HOLDERS EQUITY AND LIABILITIES	30,877,276	28,376,286

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CONCORDIA FINANCE
STATEMENT OF CASH FLOWS
YTD JUNE 2009
PRELIMINARY & CONFIDENTIAL

Confidential – Settlement Communications
Pursuant to Evidence Code Section 1152

	Unaudited 06/30/09
CASH FLOW FROM OPERATING ACTIVITIES	
Net income (loss)	(127,971)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:	
Depreciation and amortization	6,780
Provision for contract losses	406,879
Non-performing purchased contracts	229,890
Amortization of unearned discount	(38,967)
Deferred income taxes	(95,850)
Changes in assets and liabilities	
Accrued interest receivable	61,516
Other assets	(22,951)
Accounts payable and accrued expenses	44,288
NET CASH PROVIDED BY OPERATING EXPENSES	**463,614**
CASH FLOW FROM INVESTING ACTIVITIES	
Contracts purchased	(164,807)
Principal payments of purchased contracts	394,758
NET CASH USED IN INVESTING ACTIVITIES	**229,951**
CASH FLOW FROM FINANCING ACTIVITIES	
Repayment of notes payable	(38,022)
Repayment of investor portfolio	(297,478)
NET CASH PROVIDED BY FINANCING ACTIVITIES	**(335,499)**
Net increase (decrease) in cash and cash equivalents	**358,065**
CASH AND CASH EQUIVALENTS AT BEGINNING OF MONTH	**920,558**
CASH AND CASH EQUIVALENTS AT END OF MONTH	**1,278,623**

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 10/24/05 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) INVESTORS ("Investor") here in after collectively referred to as "the parties."

VERN & ANDREA SINGLETON

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial & Advisory, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

EXHIBIT
S-5a
ADMITTED

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 100,000 00 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts, which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and

the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIANS; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 0.833 per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts, which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. The losing party shall pay all costs of arbitration, together with any legal, court, investigation, and accounting.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at

any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefore, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (FedEx, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: J. Verne Singleton
[redacted]
[redacted], CO [redacted]

12.10 Waiver of Jury Trial. JS AS CW (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 24 day of OCT 2005, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: _____

Exhibit A:

List of Contracts

Name of Customer	Dealer	Principal Amount As of _____ ,2005

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 10-24-05 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Singleton, sole and separate property, a(n) Investors ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

VERN E. ANDERS

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 10-24-05 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

EXHIBIT
S-5b
ADMITTED

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 10-24-97 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), SINGLETON, sole and separate property, a(n) INVESTORS ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

VERN & ANDREA

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 10-24-97 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleaded.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnifications and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnities") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnities may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnities arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnities.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Christopher Crowder
Vice President

Investor:

Custodian:

ER Financial and Advisory Services

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *October 24, 2005,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Verne & Andrea Singleton* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *October 24, 2005,* Concordia and *Verne & Andrea Singleton* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Verne & Andrea Singleton's* investment balance. *Verne & Andrea Singleton* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$79,500.01* to $18,544.61.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Verne & Andrea Singleton*. In the event that *Verne & Andrea Singleton* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Verne & Andrea Singleton hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

Andrea Singleton

By: _____
Verne & Andrea Singleton

[redacted]

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 5/7/, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Singleton Revocable ~~a(n)~~ William Singleton ("Investor") hereinafter collectively referred to as "the parties." Trust 2/13/86 Beth Pace Singleton, Trustees

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means E R Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

EXHIBIT
S-6a
ADMITTED

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 120,000 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 1% per month return (12% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof; which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: Singleton Revocable Trust
[redacted]

12.10 Waiver of Jury Trial. BRSKC (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 7 day of MAY, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: Kenneth Crowder
Kenneth Crowder
President

Investor: Walter T. Singleton TTEE
Beth Pace Singleton TTEE Singleton
Revocable Trust dated 2/13/86

Exhibit A:

List of Contracts

Name of Customer	Dealer	Principal Amount As of _____ ,2001

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 5/7, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Walter Singleton, a(n) Beth Paul Singleton ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 5/7, 2002 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

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EXHIBIT
S-6b
ADMITTED

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents,

this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Kenneth Crowder
President

Investor: [illegible] TTEE Sr.
Beth Pace Singleton TTEE Singleton
Revocable Trust 2/13/86

Custodian: ER Financial And Advisory Service
E R Financial and Advisory Service

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SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *May 07, 2002,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Walter T. Singleton* is hereby amended in the following respectives:

RECITALS

A. WHEREAS on or about *May 07, 2002,* Concordia and ~~*Walter T. Singleton*~~ Singleton Revocable Trust UTD entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount ~~*Walter T. Singleton's*~~ Singleton Revocable Trust UTD investment balance. *Walter T. Singleton* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

EXHIBIT S-6c ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$27,370.95 to $4,589.30.*

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of ~~Walter T. Singleton~~ Singleton Revocable Trust. In the event that ~~Walter T. Singleton~~ Singleton Revocable Trust fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, ~~Walter T. Singleton~~ Singleton Revocable Trust hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____
~~Walter T. Singleton~~
J. Verne Singleton, Trustee

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 5/7/, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Singleton revocable ~~a(n)~~ Walter T Singleton ("Investor") hereinafter collectively referred to as "the parties." Trust 2/13/86 Beth Rae Singleton Trustees

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means E R Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

EXHIBIT S-7a ADMITTED

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1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 120,000 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 1% per month return (12% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: Singleton Revocable Trust
[redacted] as [redacted]

12.10 Waiver of Jury Trial. BRSKC (*Initial*) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 7 day of MAY, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: Kenneth Crowder
Kenneth Crowder
President

Investor:

Walter T. Singleton TTEE
Beth Pace Singleton TTEE Singleton
Revocable Trust dated 2/13/86

Exhibit A:

List of Contracts

Name of Customer	Dealer	Principal Amount As of _____,2001

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 5/7, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Walter Singleton, a(n) Beth Pau Singleton ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 5/7, 2002 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

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4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents,

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this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Kenneth Crowder
President

Investor: William T. Singleton TTEE for Beth Pace Singleton TTEE Singleton Revocable Trust 2/13/84

Custodian: ER Financial and Advisory Service
E R Financial and Advisory Service

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SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *May 07, 2002,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Walter T. Singleton* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *May 07, 2002,* Concordia and ~~*Walter T. Singleton*~~ Singleton Revocable Trust NOB entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount ~~*Walter T. Singleton's*~~ Singleton Revocable Trust NOB investment balance. *Walter T. Singleton* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

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EXHIBIT
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ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$27,370.95 to $4,589.30.*

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of Singleton Revocable Trust ~~Walter T. Singleton~~. In the event that Singleton Revocable Trust ~~Walter T. Singleton~~ fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, ~~Walter T. Singleton~~ Singleton Revocable Trust hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____
~~Walter T. Singleton~~
J. Verni Singleton, Trustee

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SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011*, the Sale of Contracts and Servicing Agreement ("Agreement") executed on *November 1, 2007*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Verne J. Singleton*, Trust is hereby amended in the following respects:

Walter Singleton Decedent Trust

RECITALS

A. WHEREAS on or about *November 1, 2007*, Concordia and *Verne J. Singleton* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Verne J. Singleton's* investment balance. *Verne J. Singleton* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

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EXHIBIT
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ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$297,357.54* to $49,857.54.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Verne J. Singleton*. In the event that *Verne J. Singleton* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Verne J. Singleton hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____ Trustee 11/24/12
Verne J. Singleton
Walter Singleton
Decedent Trust

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CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 10-10-05 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Paul Singleton, a(n) INVESTOR ("Investor") here in after collectively referred to as "the parties." (TTEE [redacted]) Paul Singleton

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial & Advisory who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

EXHIBIT
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ADMITTED

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 60,000.00 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts, which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and

the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIANS; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 0.833 per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts, which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. The losing party shall pay all costs of arbitration, together with any legal, court, investigation, and accounting.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at

any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefore, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (FedEx, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: Paul Singleton TTEE
[redacted] HI [redacted]

12.10 Waiver of Jury Trial. PS (*Initial*) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 10 day of October 2005, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: _____

Exhibit A:

List of Contracts

Name of Customer	Dealer	Principal Amount As of _____,2005

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 10-10-05 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), SINGLETON, sole and separate property, a(n) INVESTOR ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties". PAUL

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 10-10-05 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

EXHIBIT S-8b ADMITTED

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleaded.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnifications and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnities") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnities may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnities arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnities.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Christopher Crowder
Vice President

Investor:

Custodian:

ER Financial and Advisory Services

AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on October 10, 2005 by and between Paul Singleton and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about October 10, 2005 Paul Singleton and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Paul Singleton monthly an amount equal to a .833% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Paul Singleton desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to Paul Singleton monthly payments in an amount equal to the interest payments Concordia has been making to

EXHIBIT
S-8c
ADMITTED

Paul Singleton. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement .

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: _____
Paul Singleton

[redacted]0-2609

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *October 10, 2005,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Paul Singleton* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *October 10, 2005,* Concordia and *Paul Singleton* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Paul Singleton's* investment balance. *Paul Singleton* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

EXHIBIT
S-8d
ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$50,807.08* to $11,851.68.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Paul Singleton*. In the event that *Paul Singleton* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Paul Singleton hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____ Nov 17 2012
Paul Singleton

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CONCORDIA FINANCE
STATEMENT OF EARNINGS
FISCAL YEAR 2008 & YTD JUNE 2009
PRELIMINARY & CONFIDENTIAL

Confidential – Settlement Communications
Pursuant to Evidence Code Section 1152

	Unaudited FYE 12/31/08	Unaudited YTD 6/30/09
REVENUE		
CONTRACT INTEREST	6,477,497	2,519,027
CONTRACT FEES	186,500	53,000
DISCOUNT EARNED	701,536	272,088
MISCELLANEOUS INCOME	165,015	103,508
TOTAL REVENUE	**7,530,548**	**2,947,623**
COST OF MONEY		
INTEREST PAID, NOTES PAYABLE	3,625,021	315,159
CUSTODIAN FEES	748,405	9,394
FINDER FEES	78,500	-
TOTAL COST OF MONEY	**4,451,926**	**324,553**
GROSS PROFIT	**3,078,622**	**2,623,070**
COST OF OPERATIONS		
OFFICE EXPENSES	**320,421**	**126,210**
TEMP HELP	**23,578**	**2,884**
PAYROLL	**1,411,827**	**566,893**
COST OF RECOVERY PREPARATION AND SALE		
REPOSSESSION AGENT FEES	353,102	134,821
DMV AND MISCELLANEOUS FEE	152,760	56,625
OTHER RECOVERY, PREP AND SALES EXPENSES	158,412	73,698
TOTAL COST OF RECOVERY	**664,274**	**265,145**
TOTAL COST OF OPERATIONS & RECOVERY	**2,420,100**	**961,133**
GENERAL AND ADMINISTRATIVE EXPENSES		
LEASE OR RENT	256,151	148,044
OTHER GENERAL AND ADMIN EXPESES	59,630	11,230
TOTAL GENERAL AND ADMINISTRATION	**315,781**	**159,274**
TOTAL TAXES & LICENSE FEES	**5,237**	**1,913**
TOTAL INSURANCE	**29,522**	**13,983**
PROFESSIONAL SERVICES		
ACCOUNTING SERVICES	25,200	-
LEGAL SERVICES	86,211	70,654
CONSULTING SERVICES	303,891	150,000
OTHER PROFESSIONAL SERVICES	57,357	25,514
TOTAL PROFESSIONAL SERVICES	**472,659**	**246,168**
DEPRECIATION EXPENSE	**98,159**	**41,364**
OTHER G&A EXPENSES		
BAD DEBTS	3,666,233	2,340,450
CONTRIBUTIONS, DUES, BANK CHARGES	30,208	8,529
TOTAL OTHER G & A EXPENSE	**3,696,441**	**2,348,979**
TOTAL GENERAL AND ADMINISTRATION	**4,617,801**	**2,811,682**
INTEREST INCOME	33,231	8,356
EARNINGS BEFORE TAXES	**(3,926,048)**	**(1,141,388)**
GAIN/(LOSS) ON SALE OF ASSET	(10,799)	-
PROVISION FOR TAXES - FEDERAL	(1,337,198)	(388,072)
PROVISION FOR TAXES - STATE	(346,872)	(100,018)
NET PROFIT (LOSS)	**(2,252,777)**	**(653,298)**
ADD BACK: BAD DEBT EXP	3,666,233	41,364
ADD BACK: TAX EXP (BENEFIT)	(1,684,070)	2,340,450
ADD BACK: LOSS (GAIN) ON SALE OF ASSET	(10,799)	(488,090)
ADD BACK: DEPRECIATION EXPENSE	98,159	41,364
EARNINGS BEFORE TAXES, BAD DEBT & DEP EXP.	**(183,254)**	**1,281,790**

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EXHIBIT
S-8f
ADMITTED

CONCORDIA FINANCE
BALANCE SHEET
FISCAL YEAR 2008 & YTD JUNE 2009
PRELIMINARY & CONFIDENTIAL

Confidential – Settlement Communications
Pursuant to Evidence Code Section 1152

	Unaudited 12/31/08	Unaudited 06/30/09
ASSETS		
CURRENT ASSETS		
TOTAL CASH	**1,078,199**	**1,278,623**
RECEIVABLES - PERFORMING ACCOUNTS		
ACCRUED INTEREST RECEIVABLE	2,835,336	2,787,279
CONTRACT RECEIVABLE	20,573,643	17,694,701
UNEARNED DISCOUNT	(583,510)	(466,203)
TOTAL PERFORMING CONTRACTS	**22,825,469**	**20,015,777**
NON PERFORMING ACCOUNTS		
INVENTORY REPOSSESSIONS	4,159,174	3,491,587
CONTRACT RECEIVABLE	1,502,833	1,530,989
INSURANCE CLAIMS	136,886	189,929
INSURANCE DEFICIENCY	125,756	124,063
PROVISION FOR LOSSES	(3,494,926)	(3,258,653)
TOTAL NON PERFORMING CONTRACTS	**2,429,723**	**2,077,915**
DEFERRED TAX ASSET	4,086,667	4,575,637
NOTES RECEIVABLE	53,479	53,479
TOTAL RECEIVABLES	**29,395,338**	**26,722,808**
OTHER CURRENT ASSETS	**133,871**	**146,350**
PROPERTY PLANT AND EQUIPMENT		
OFFICE FURNITURE AND EQUIPMENT	188,606	188,606
COMPUTER EQUIPMENT AND SOFTWARE	462,653	462,653
VEHICLES, OFFICERS	41,023	41,023
TOTAL PROPERTY PLANT AND EQUIPMENT	**692,281**	**692,281**
ACCUMULATED DEPRECIATION	(422,413)	(463,776)
TOTAL ASSETS	**30,877,276**	**28,376,286**
LIABILITIES		
CURRENT LIABILITIESHOLDER'S EQUITY		
ACCOUNTS PAYABLE, TRADE	22,174	51,609
ACCOUNTS PAYABLE, OTHER	253,811	6,000
ACCRUED ACCOUNTS PAYABLE	67,532	-
SALARIES AND WAGES	8,551	18,952
TOTAL ACCOUNTS PAYABLE	**352,068**	**76,561**
LONG TERM LIABILITIES		
NOTES PAYABLE	3,571,369	3,231,970
INVESTOR NOTES (PORTFOLIO)	28,447,825	27,215,039
TOTAL LONG TERM LIABILITIES	**32,019,194**	**30,447,008**
TOTAL LIABILITIES	**32,371,262**	**30,523,569**
STOCK HOLDERS EQUITY		
COMMON STOCK	420,112	420,112
RETAINED EARNINGS	341,630	(1,914,097)
PROFIT (LOSS) FOR PERIOD	(2,255,728)	(653,298)
TOTAL STOCK HOLDERS EQUITY	**(1,493,986)**	**(2,147,284)**
TOTAL STOCK HOLDERS EQUITY AND LIABILITIES	**30,877,276**	**28,376,286**

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BERSCH

CONCORDIA FINANCE
STATEMENT OF CASH FLOWS
YTD JUNE 2009
PRELIMINARY & CONFIDENTIAL

Confidential – Settlement Communications
Pursuant to Evidence Code Section 1152

	Unaudited 06/30/09
CASH FLOW FROM OPERATING ACTIVITIES	
Net income (loss)	(127,971)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:	
Depreciation and amortization	6,780
Provision for contract losses	406,879
Non-performing purchased contracts	229,890
Amortization of unearned discount	(38,967)
Deferred income taxes	(95,850)
Changes in assets and liabilities	
Accrued interest receivable	61,516
Other assets	(22,951)
Accounts payable and accrued expenses	44,288
NET CASH PROVIDED BY OPERATING EXPENSES	**463,614**
CASH FLOW FROM INVESTING ACTIVITIES	
Contracts purchased	(164,807)
Principal payments of purchased contracts	394,758
NET CASH USED IN INVESTING ACTIVITIES	**229,951**
CASH FLOW FROM FINANCING ACTIVITIES	
Repayment of notes payable	(38,022)
Repayment of investor portfolio	(297,478)
NET CASH PROVIDED BY FINANCING ACTIVITIES	**(335,499)**
Net increase (decrease) in cash and cash equivalents	**358,065**
CASH AND CASH EQUIVALENTS AT BEGINNING OF MONTH	**920,558**
CASH AND CASH EQUIVALENTS AT END OF MONTH	**1,278,623**

Paul Singleton
[redacted]
[redacted] HI [redacted]
Cell [redacted]; Hm [redacted]

November 4 2009

Mr. Richard Millar Jr.
Millar, Hodges and Bemis
[redacted]
[redacted]
[redacted] CA [redacted]

Dear Mr. Millar,

Thank you for your kind letter and the financial statement. We have since received additional unaudited statements from Concordia and are studying them for a glimmer of hope and reality.

Your stature grows in our eyes every day. You seem to be surrounded by an aura of warm bright light. This is in dramatic contrast to the fuzzy environment (perhaps dim is a more appropriate yet polite term) in which Concordia conducts its business.

Your good work was evident again when we all received a letter from Chris Crowder on Oct 7 informing us that a check for return of capital was enclosed for the September 2009 payment. It warmed our hearts and we immediately used it to top up mom's oxygen supply. This keeps her mitocondria humming along in good order and she perked up like a 56' Vette on a tank of high octane spiked with tetra-ethyl lead.

On to more substantive issues. We are pleased you helped set Concordia onto the path of righteousness and fairness. That said, we need to resolve the issue of escrow payments Concordia made between April 2009 and September 2009 (excluding the single good faith gesture made in July 2009).

In your August 3 2009 letter you indicate Concordia prepared physical checks for us. I had requested payments be put into escrow to ensure they were not used to pay other investors. This highly creative interpretation of escrow is more than unorthodox. I assume you are holding these checks since a third party is necessary to have escrow. But, maybe after a few drinks they tool financial creativity to a new level and designated someone in their office as the tird party.

Here is my logic on Concordia's actions:

1. They issued checks to us for the periodic return of capital all other investors have been receiving.

EXHIBIT
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ADMITTED

2. They deducted these amounts from our capital accounts and the aggregate deductions have been reflected in our latest statement sent to us when they resumed capital return payments.
3. Since the checks are in a drawer somewhere (hopefully yours) Concordia's account can not be debited.
4. Correct me if I am wrong here: if someone transfers money out of my account and transfers it to theirs without my authorization is that not **THEFT**? This is exactly what has been done. I am a soil scientist and not a business man so I could be wrong on these arcane issues of high finance.

These already issued checks need to be sent right away. We believed, naively perhaps, the checks would be mailed soon after Concordia resumed its capital payments to us. I guess management has a full calendar and their failure to order them sent them was an oversight. I am happy if you can bring the oversight to their attention and perhaps remind them that good communications and meeting schedules are foundations of good business practice. They need your help. With the dubious invention of a whole new way to do escrow and failure to send the checks it almost seems they never had any business training at all.

It is important to do this right away. The following picture of my 86-year old mother and my 16 year old daughter says more about our predicament more than any words.

Again, thank you for your help. It is appreciated by all of us.

Sincerely,

Paul Singleton

Cc: Verne Singleton, Beth Singleton, Suellen LeMay

Paul Singleton
[redacted]
[redacted] HI [redacted]
Cell [redacted] Hm [redacted]

January 14 1010

Mr. Richard Millar Jr.
Millar, Hodges and Bemis
[redacted]
[redacted]
[redacted] CA [redacted]

Dear Mr. Millar,

Thank you for your Jan 13 email.

I spoke with my brother today. We would like to review Concordia's 2009 financial statement before we commit ourselves to a new contract. We understand Concordia management has made efforts to cut costs and want to have the current financial results reviewed to better understand our prospects with this investment.

We also need a clear explanation of why it is necessary and in our interest to gut our existing contract and sign a new one with Concordia. Substantive communications from Concordia Finance have been nonexistent. We are willing to entertain any reasonable, transparent and detailed explanation they have to support their demands to sign a new contract with them. The lack of communications and coercive nature of what there is creates distrust.

In the meantime, we expect Concordia to continue returning our capital to us in the same timely manner they are doing for all other investors. They have the ability to make these payments to all investors and there is nothing in our current contract that prevents them from doing so with us.

Dick, we appreciate your efforts to help us. We are hoping that you can shake information from Concordia's management that will help us to see how they are acting in our better interests.

I attached a photo below that explains how we feel. The image was taken last week by a friend here on Maui. It summarizes our quandary with Concordia nicely: if the guy pulls out too early he misses the best part of the ride but a little too late and he will certainly be crushed. Like our situation, there is no one to advise this guy on what to do and his future is uncertain and highly unpredictable at best.

Thanks again for your help. If you ever find yourself in this fair place give me a call.

Sincerely,

Paul Singleton

Cc: Verne Singleton, Beth Singleton, Suellen LeMay

The Concordia Conundrum

Paul Singleton
[redacted]
[redacted] HI [redacted]
Cell [redacted]
[redacted]

September 18 2010

Mr. Richard Millar, Jr.
Millar, Hodges and Bemis
[redacted]
[redacted]
[redacted] CA [redacted]

Dear Mr. Millar,

Thank you again for your January 22, 2010 email listing the communications we received from Concordia. You are correct, Concordia has communicated frequently with us. In our family's opinion though, the substance of these communications is not sufficient for us to make informed decisions about the status of our investment. Although we are encouraged by recent letters indicating an improved climate for the trucking industry, these letters lack any detail. Recent financial statements would be a good start to help us understand our situation. We are still waiting for the 2009 data we requested in January 2010.

The lack of information affects the decisions investors make. For example, we were not provided with information to make informed decisions about signing Concordia's amended contract. At that time I felt so strongly that investors needed more information I reserved a URL with Concordia's name in it so investors could exchange information.

Let us move ahead though and just agree that we have differing opinions on the value of Concordia's communications. Our family would like to disentangle ourselves completely from Concordia. We are realistic about the situation even with a lack any real information about Concordia's financial situation and plans. Can we begin a discussion on this matter? Audited financial data would help us to formulate a reasonable exit plan.

I plan to travel to Los Angeles prior to my next visit to my mother and family members in Phoenix in order to meet you and the Concordia management. I at least owe you a meal for all the help you have given to us.

Thanks again for your help. I look forward to hearing from you.

Sincerely,

Paul Singleton

Cc: Verne Singleton, Beth Singleton, Suellen LeMay

EXHIBIT
S-8i
ADMITTED

Paul Singleton Ph.D
[redacted]
[redacted] HI [redacted]
Cell [redacted]
[redacted]

November 4 2010

Mr. Richard Millar, Jr.
Millar, Hodges and Bemis
[redacted]
[redacted]
[redacted] CA [redacted]

Dear Mr. Millar,

I have heard nothing from you or Concordia in response to our 09-18-10 request for recent financial data.

I will be in Phoenix for the Thanksgiving weekend visiting my mother. LA is not far out of my way. I have not been on the ground in the LA area for many years. I thought of stopping by and dropping some of the money we picked up from you all during your visits to Hawaii. From the news I gather you guys need it maybe even more than we do. Despite the best efforts of our own set of homegrown elected incompetents we once again lose out to the Golden State.

I would like to meet with you and Chris Crowder on Wednesday December 1st. I hope to gain a better understanding of how to proceed with our Concordia investment. I can arrive at SNA at 09:35 h and depart at 14:35 h unless I decide to stay longer.

In the mean time, I am requesting a copy of the contracts I now hold. These will help us better understand their value so we may find a buyer for our investment(s). The contracts can be sent tome by mail or a digital copy to my email address above.

Thanks again for your help. I look forward to hearing from you.

Sincerely,

Paul Singleton

Cc: Verne Singleton, Beth Singleton, Suellen LeMay

EXHIBIT
S. 8j
ADMITTED

Paul Singleton, PhD
[redacted]
[redacted] HI [redacted]
Cell [redacted]
[redacted]

November 20, 2010

Mr. Chris Crowder
Concordia Finance
[redacted]
[redacted] CA [redacted]

Dear Mr, Crowder,

We have been in touch with Richard Millar over the past year about our family's investment in Concordia. He has been very helpful to us. He recently sent to us copies of our monthly service reports. This was helpful for us to see all the information to get a better feel for the aggregate value of our investment with you. Your monthly return of capital to us has been timely and appreciated by everyone. The regular payments give us new hope Concordia is perhaps overcoming the difficulties initiated by the economic downturn.

It would be more helpful if we can gain a sharper understanding of the financial situation Concordia is facing. We cannot evaluate our investments with Concordia without having financial data. The earlier financial report sent to us is helpful, but the period covered was just as the economic meltdown was beginning. Can we get a copy of Concordia's Calendar 2009 Balance Sheet and Income Statement, along with the same data for year-to-date 2010? We have asked for this information on several occasions. We have purchased a large sum of securities from Concordia, but without financial data we have no idea of the value underpinning our investment or its current value and risk for potential buyers of our securities. Please send the report to me by email [redacted] or fax to [redacted]-[redacted] Att: Paul Singleton

I will be visiting my mother in PHX the week of Thanksgiving and have other business on the W. Coast in the second half of the following week. I would like to meet with you in Ontario during that interval. I had suggested to Richard Millar that mid-morning Wednesday Dec 1 is best for me but that time is no longer available to me.

I can be at your office or some other location of your choosing near ONT between 4-5 pm on Wednesday Dec 1. Failing that I can try for mid morning Thursday Dec 2nd or mid morning Friday Dec 3rd. Let me know which days and times are suitable for you as soon as you can. I need to finalize my schedule since I have other demands on my time the end of that week and the planes are busy that week.

I look forward to meeting you and learning the current status of the market for big-rig trucks. From the news it looks like it is improving and that is good news. I am sure you can bring the reports we find on the web into sharper and perhaps more realistic focus. We are also interested to learn of Concordia's strategies and new directions in the coming years and how they can enhance the value of our investments with you. .

EXHIBIT
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ADMITTED

Sincerely,

Paul Singleton

Cc: Richard Millar, Verne Singleton, Beth Singleton, Suellen LeMay

Paul Singleton, PhD
[redacted]
[redacted] HI [redacted]
Cell [redacted]; Hm [redacted]

December 14, 2010

Mr. Christopher Crowder
President and COO
Concordia Finance
[redacted]
[redacted]
[redacted] CA [redacted]

Dear Mr. Crowder,

I am glad I finally was able to meet you in Ontario on December 2. I gained a much better understanding of the nature and condition of Concordia Finance and appreciate the information that you did share.

Chris, you are a very bright young man. You are confident, intellectually quick and enjoyed talking to you.

While this is all good, my sense is that there is too much focus on image at Concordia -- both your own and the firm's. Concordia needs to focus on the Investors who are paying your salary, paying for your lavish office facilities, and paying for other accommodations given to you and the original investor families of Concordia. We secondary Investors are not adversaries of Concordia, we are the reason the firm exists. I should not have had to go through hoops, including flying to Ontario prepared to camp out in Concordia's office for two days, in order to speak with you after my numerous requests to do so were unacknowledged. Being dismissive of Investors does nothing for their confidence in the company. That is my advice. I know that Mr. Millar and your Dad have high expectations of Concordia, and even want you to exceed them in implementing their original corporate values, visions and responsibilities.

The important issues we spoke about on December 2:

1. **Future Plans.** You mentioned several ideas for the near future to pull Concordia away from the precipice of bankruptcy. You also mentioned this in your quarterly report. I believe your Investors would appreciate knowing, as soon as possible, the details of your business plans. Investor confidence in Concordia will increase dramatically with a valid plan.

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ADMITTED

2. **Buy Out.** You offered to buy the securities our family purchased from Concordia at 20% of the current balance of our investments. We are interested in the offer, however, you indicated Concordia's current projection is that monthly return of capital to investors will cease at the end of 2013. I am wondering why Concordia's discount of this projected three-year income stream is so heavy (45% and 34% for 12% and 10% investors respectively). We need to see the latest audited financial reports (Balance Sheet, Cash Flow and P&L) covering the period from mid 2009 to present. Without this information we cannot evaluate the reasonableness of your offer, nor formulate our offer to those interested in purchasing our securities. We have repeatedly asked for this data for some time. Please expedite their delivery to us so we can evaluate Concordia's offer. I do note that

3. **Contracts.** Michael, thank you for sending copies of this past month's Contracts. It is helpful to see them.

   a) **Collateral & Title.** Seeing the contracts helped us to understand that there is no specific collateral for our individual accounts with Concordia. Concordia is really acting like a commercial bank: making sub-prime loans at one interest rate, and issuing notes and paying interest to depositors-investors at a lower rate.. We have been confused, and I believe other investors may also be confused, by the statement in 4.1 of our Investor Agreement "...assignment and transfer of the Contracts and title to the vehicles to Investor...". We had assumed there was some real link or security for our funds and the specific trucks that we purchased. It appears that the titles are in some kind of limbo. Can you clarify again how or if our securities are secured, and who legally has title to the truck on a specific Contract, prior to any transfer to an Investor by his signature on the transfer documents?

   b) **Down Payments.** As I mentioned to Michael, we were surprised at the size of the truckers' down payments. These loans are better secured than any paper Countrywide ever issued. The 06/30/09 Balance Sheet shows $17,694,701 as the value of "Contracts Receivable." Does this value include the down payment truckers made on the vehicle i.e. "Total Sale Price" in the Commercial Vehicle Installment Contract made with each trucker?

   c) **Capital Losses;** . You mentioned the value of trucks repossessed in the economic slump fell to half the original purchase price. With the 20-30% down payments in our contracts, would not Investors' capital loss be limited to 20% - 30% of the amount we invested when the market value of the repossessed trucks fell to 50% of original purchase price? Your latest quarterly report says investors have lost 66% of their capital; how did we lose the other 36%-46%?

   d) **Revenues from Sale of Repossessions.** I know we touched on this in our meeting, and the latest financial statements you are sending should help clarify this, but I still need help understanding:

i. Where on the unaudited financial data sent to us (2008 through mid 2009) is the income from the sale of trucks that had been repossessed? There is an asset entry of close to $7.5 million in "Inventory Repossessions" for that period. We cannot locate any revenue from the sale of these assets. You told me that, at its peak, Concordia went from 1200 trucks under contract to about 200 today. Those 200 plus the 100 trucks you said are for sale on various dealer lots or auctions means that about 900 trucks were either repossessed and sold or the loans fully amortized. It seems like there should be a large income stream somewhere from the sale of that many trucks.

ii. How our reinvested cash, given to Concordia over the past decade, could have just disappeared. I can't follow the mathematical logic of it. The amount was nearly twice that of our family's original investment. Somehow, Concordia needs to account for the loss of at least $20 million in Investor capital.

Thank you for your time and effort on this, Chris. As I mentioned above, we want to see Concordia return to prior levels of capitalization and profitability through rapid implementation of well-thought-out revenue-generating strategies. Furthermore, as mentioned, we want to sell our securities back to you or to new Investors. Any light you can shed on the future of Concordia will help us to reach a fair conclusion to your offer.

Sincerely,

Paul W. Singleton
cc. Verne Singleton, Suellen LeMay, Micheal Bersch, Richard Millar

P.S. Chris, Concordia is a micro business. I do not know what the 2010 revenues will be but it is likely to be only a few million. I also own a micro-business, Pacific Produce, Inc., with revenues about half of Concordia's. I understand the difficulties and risks running a very small business. It frequently requires serious sacrifice by owner-managers.

I want to emphasize an urgent need to focus on the important things of the business rather than image. I am concerned that Concordia and Investors' Capital has been compromised not just by the recession and fall in truck values, but by a failure to control costs, by providing outsized returns and consideration to family and friends and investing in facilities to accommodate expansion plans with other investors before they put in any money. My brother Verne commented that at the size of Concordia's operation they should run it out of a trailer. I think most of Concordia's elderly Havasu Investors would be dismayed to visit Concordia's offices and see the expenditures spent on facilities over

the years. It is almost like going to Washington D.C. and seeing our tax dollars fly out the window. I hope this is helpful to you for the future of Concordia or any successor companies you may run.

Paul

Paul Singleton
[redacted]
[redacted] HI [redacted]
Cell [redacted] Hm [redacted]

December 17, 2010

Mr. Christopher Crowder
President and COO
Concordia Finance
[redacted]
[redacted]
[redacted] CA [redacted]

Dear Chris,

Thank you for the quick response to our letter. We appreciate current constraints on staff time. We also understand the time needed to respond to some of the complex issues we raised.

We only need the financial reports at this time. To ameliorate your staff constraints let me propose this: today I am sending to you by mail a money order for $50.00 with no payee designated. Concordia can use this to directly pay a staff member to stay 30 minutes after normal work hours and copy or scan the financial reports and send or email them to me. This can be a small Christmas present for the employee with no loss in productivity for Concordia. This sounds to me like a winning strategy for everyone.

Happy holidays,

Sincerely,

Paul W. Singleton
cc. Verne Singleton, Suellen LeMay, Micheal Bersch, Richard Millar

CONCORDIA
finance

Approx
12-22-10

Dear Mr. Singleton,

I would like to take some time to address your two letters dated December 14, 2010 and December 17, 2010.

As we discussed, Concordia has been in the process of cost rationalization and downsizing, both in personnel and space over the past two years. Concordia's contract portfolio was three times the size it is now and Concordia was locked into a long-term lease. Since May 2009, we have made many inquiries to the Landlord to reduce space and to relocate within the building proportionately to the downsizing. However, the landlord refused or ignored our requests on all occasions. Given the terms of the lease, should Concordia skip out on the lease, the subsequent litigation and legal cost, along with the expected summary judgment in favor of the Landlord, would have been detrimental to Investors' interest to say the least. Therefore, Concordia opted to wait for regional lease rates to decline further in the Ontario area (about 30% over the past year alone) and secured a new location and lease at rates substantially lower than before. Again, Concordia is currently in the process of moving and will begin to realize substantial rent savings going forward.

Please understand that you (and other Concordia investors) are effectively lenders and not a shareholder in the company. Concordia is not required to provide financial information or statements to you or any investors. However, over the past two years, Concordia has provided financial information in the quarterly letters, which according to an overwhelming positive response from our investors has been sufficiently informative. Concordia has provided unaudited financial statements to a small hand full of investors, including you in hopes such additional information would show the necessity for signing of the amendments. To date you have received substantially more information than any other investor through in person meeting, phone conversations, via e-mail and mail.

As you probably are aware, your investment is in retail sales installment contracts which are collateralized by Class 8 trucks. Concordia purchased those contracts from dealerships based on certain underwriting criteria and services those contracts for and on behalf of investors such as yourself. Concordia has given its best efforts in assuring that you and others in your position have a balanced dollar amount of performing contracts pledged pursuant to the Sales and Servicing Agreement which you executed.

In regards to your Point 1 Future Plans, this is addressed in summery form in the quarterly and annual investor letters. Should our plans be revised or should there be anything new to report, we will inform all investors through the investor letters. –You noted that you have "probably" thrown away Concordia's quarterly investors' letters. These quarterly letters are our primary communication channel

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BERSCH

to the investors. It is not the fault of Concordia that you disregarded our quarterly investor communiqués. Concordia is not a publicly traded company and is under no obligation to provide you or any other investors with any information related to the state of the company's operating or financial affairs. Although Concordia is not required, we do provide these investor letters as a gesture of good will. I believe that an overwhelming number of investors have appreciated these letters

With respect to Point 2 Buy-Out, I never made you an offer or solicited to purchase your investment for 20% of the current balance. You inquired about what I thought the contracts would be worth at that time and I said probably twenty cents on the dollar given the likely future payments. Furthermore, I stated that Concordia's current projections show a monthly return of capital to investors will continue sometime into 2013, not at the "end of 2013". The actual final recovery amount to investors will be based on a number of factors including, but not limited to, the price of diesel and the economy. We cannot control the price of diesel or the economy. You subsequently stated that you had an investor "back East" who was interested in purchasing your investments and that you wanted a base to gauge the offer on. Should you sell your investments to a third party, such third party will need to enter into an agreement for Concordia to service the contracts. If not, then such third party will need to formally notify Concordia, pursuant to the terms and conditions under the Sales and Servicing Agreement, that they request their contracts, which in turn will terminate the agreement with Concordia and rights thereof. Should there be a formal offer by any investors to sell their investment to Concordia, then and only then will Concordia consider the purchase price and if it benefits all investors to purchase.

Point 3, Michael Bersch of ERF is your Custodian. Please refer to your "Custodial Agreement". He is responsible for maintaining your contracts, communication with Concordia and all other concerns related to that investment. It is through Michael Bersch that you were introduced to the opportunity in truck contracts and have Concordia be the servicer for them. Concordia at no time spoke with or solicited you in any way regarding this investment.

Point 3a) Collateral and Title. Concordia is not a "Commercial Bank" and is in no way like a "Commercial Bank" or financing company. Concordia purchases retail installment sales contracts collateralized by class 8 trucks from dealers on behalf of your investment and pursuant to the Sales and Servicing Agreement. For that servicing and other recovery services, Concordia receives an annual percentage in return. In the past, the difference between the contract interest rate and the rate paid to investors goes to pay for Concordia's servicing and recovery services.

Concordia did not issue you a promissory note or debt obligation for the contracts. We do however assure that you are not holding an investment that is not performing (please refer to Sales and Servicing Agreement). I explained that should a truck be repossessed; all fees, costs, and losses from that truck are paid out of Concordia's pocket. Furthermore, these contracts are not securities as they are effectively claims to collateral. The contracts in your possession may be taken and collected on/sold/given away by you at any time pursuant to the terms and conditions in the Sales and Servicing Agreement. These actions and remedies are stated in the "Sales and Service Agreement", which is signed by you.

Point 3b) Down Payments. Similar to a car loan or mortgage, the down payment is paid to the seller, in Concordia's case the dealer selling the truck. In the case of a residential mortgage, the down payment is paid to the seller of the home not the bank. The down payment is required -as part of Concordia's underwriting criteria relating to an acceptable LTV, (Loan to Value) on the purchase of the truck. The down payment is not an asset of the loan or part of the financed amount and is not reflected on Concordia's financial statements.

Point 3c) Capital Loses. At month-end, should- a borrower (the contract) -be more than 120 days delinquent, the contract is no longer assigned to any investor. Concordia takes on the responsibility to take collections and recovery actions for that delinquent contract. Concordia was experiencing recoveries as low as 30% of the UPB (Unpaid Principal Balance), after the sale of a repossessed vehicle. Over the years, the principal loss of up to 70% went directly to Concordia's bottom line as an operating loss. Concordia has incurred these losses since for many years.

Point 3d) Revenues from Sale of Repossessions. The information you have regarding performing contracts is incorrect. As explained above, Concordia is not obligated to provide financial statements to any investor, however, periodically; we have provided information to certain investors including you. That said, Concordia is not required to provide a detailed explanation of the financials to you or any other investor. As neither a shareholder, Note holder, nor an investor who has signed the amendments, it would be both inappropriate and unfair to show you preferential treatment. As part of our good faith efforts, Concordia provided you the financial statements in the past to assist you in coming to terms with the need and benefits of the Amendment request of February 2009. You chose not to sign the amendments, which were signed by approximately 95% of all investors and work with Concordia in trying to maximize the recovery to investors. -Furthermore, albeit incorrect, by you stating that you had counsel, Concordia was forced to incur further legal costs that could have been avoided and better serve all investors, including yourself. With respect to the number of accounts, Concordia's peak was around 1,200 performing contracts and is currently around 500 performing contracts.

Please note that only one of your accounts was a "reinvestment" account. All of your other accounts were paid cash interest monthly. The "held for reinvestment" statement on the monthly letter was the difference between the active accounts in your portfolio and the original amount invested.

As to your letter dated December 17, 2010, in addition to the holidays, our move and the year-end closing activities, our accounting staff has been working with Concordia's accountants in preparing the annual "review" for 2010. It would be inappropriate for Concordia to expend substantial fees for a formal audit and Concordia is not required to do so. As I stated above, Concordia has provided you substantial information relative to other investors and Concordia is neither obligated nor willing at this time to provide you with additional information other than what is provided to other investors. The financial and operational information provided in the Quarterly Investor letters is a sufficient summary for investors of the financial affairs of Concordia. For obvious reasons, we have enclosed your $50.00 money order with this letter.

The used truck finance business is materially different in all respects to the farming industry and even unique when compared to the auto financing industry and to comment on Concordia's management and operations would be injudicious at best.

Concordia has been successful over the past two years in its reorganization efforts which has increased the expected recovery to investors. This was in part due to those investors who understood the need to sign the Amendments. Concordia will continue to act in the best interest of all investors to maximize their recovery on their principal balance.

The next Investor communication, which will be the year-end investor letter, is expected to go out during the first or second week of February 2011.

Christopher Crowder

President

Concordia Finance

Paul Singleton, PhD
[redacted]
[redacted] HI [redacted]
Cell [redacted]
<[redacted]>

March 8 2011

Mr. Christopher Crowder
President
Concordia Finance
[redacted]
[redacted]
[redacted] CA [redacted]

Dear Mr. Crowder,

Thank you for your last letter. I appreciate your factual corrections in my December 14 2010 letter to you. During our meeting you were speaking from memory and I was taking notes of your memory so there is plenty of room for error. We are encouraged that there are 500 trucks not 200 trucks with performing contracts and discouraged that payments to investors are projected to be discontinued sometime in 2013 rather than be made through the end of that year. It is also disheartening to find out the recovery value of repossessed trucks is only 30% not the 50% I recorded during our meeting.

Your refusal to provide financial information to investors is disturbing. We cannot hope to sell our interest in Concordia Finance (CF) without the prospective buyer having a better understanding of the financial situation. We do not require audited results. I assumed you had audited statements because you mentioned at our meeting that you needed a solid grasp of the financial statistics in order for you to work with the auditors.

We still want to sell our investment. I am asking you again to provide us with recent financial statements, whether audited or not. Providing investors more information and transparency will help all of us to plan our futures and gain confidence in you and the company.

I believe CF needs to take the following actions:

1. **Return of Capital**. You need to inform investors their return of capital payments from CF are projected to cease sometime in 2013. It appears many of your investors likely have small accounts, many may be relatively unsophisticated investors and many may be retirees. Like other affinity investment programs your investors likely have relatives who invested in CF. It appears that the nucleus for

a good number of these networks budded from ERF client business in Havasu. Your investors likely are depending on the stream of income from CF and they need to have advance notice of its early termination.

2. **"Reinvestment Account"** It is good you have acknowledged to investors the aggregate loss of $15 million of their money. However, the monthly statements you continue to send to investors are misleading to many investors. Until our meeting in Ontario I believed, as I am sure most investors do, that the dollar amount you list under their "Reinvestment" account has real money behind it. I now know there is no money there. You need to let investors know that the amount is simply an accounting entry and this is not a source of funds for their continued capital return payments. How do they say it? The truth will set you free. This information will allow your investors to make better plans to keep their lights on. Your presentation gives them a false sense of security.

3. **IRS 1099**. We discussed in Ontario the lack of 1099's issued to CF investors. I could not understand your explanation. Maybe your accountants can better explain to us why the 1099s were not issued when they have a 1009 for almost any occasion. All I know is CF has been the payer of millions in interest to investors and it seems likely that someone in the money chain from the truckers to us should have issued 1099s. To help clarify the situation I will initially contact the IRS next week via a 3949 A asking them to determine whether we should have received 1099s. While we believe we have paid taxes on all interest payments we received from CF, I would feel more comfortable had 1099s been issued to make sure we and other investors got it right.

I feel strongly that all investors should have the information we have divined and that which has been given to us by CF. I believe you should inform investors of the issues I have raised. If not, I will do so.

Some other issues:

Your new digs. The address on your letterhead is still the same. Please send the address of your new location. There was an interesting presentation on the news the other week about how the recession has reduced the office space for workers in corporate America. From our discussions in Ontario, it looks like even CF's new offices are still extravagant. To spend $60,000 per year at for what appears to be about six employees seems excessive in terms of space (at $1.68/sq ft) and cost per worker. It is our money you are spending Chris and we trust you to spend it wisely.

Is it a floor wax, a mouth wash or a security? You say we bought neither a security nor a promissory note from CF. At the same time you say we are "effectively lenders" and our "investment is in retail installment sales contracts collateralized by Class 8 trucks". I understand the mechanics of your system but find it hard to believe that our investment has no definition in common financial speech. The convoluted logic presented seems to be designed to keep CF below all regulatory radar. You have done a good job of

that. If what we have bought from you is not a promissory or a security and there is no broker then, just what is it and how did we get it? Here are some tidbits residing on the internet that seem relevant:

1. The Securities Exchange Act of 1934 generally defines a "broker" broadly as "any person engaged in the business of effecting transactions in securities for the account of others

2. Offerings crossing state lines. The SEC's current view regarding a finder's receipt of commissions is that if a finder's fee is contingent upon the consummation of the transaction, the finder is not exempt from registration as a broker. I wonder if the custodian fees of 3%/annum to store trucker contract paper in a safe and then put Post-it-Notes on it to assign them to CF investors constitutes pay for real services or is a disguise for sales and finders fees.

3. You are correct when you said, "Concordia at no time spoke with or solicited you in any way regarding this investment." However, ERF did so even using Mrs. Bersch's investment as a sales tool and confidence builder.

4. Under both federal and state law, if a promissory note has either an equity component or the right to be converted into equity, it's a security. Is the reinvestment feature offered to your investors a conversion to equity? Even if a note is "straight" interest-only, most notes are securities.

5. Federal law will apply unless the offering company is a California company with its principal place of business in California, all investors are in California, and 80% of the company's assets, revenues and expenditures are in/from California. In California, a promissory note secured by fractionalized interests in real property is a security.

This is just some food for thought based upon your assertions we have bought neither a promissory note nor a security from you. That brings me back to my original query: If it is not a floor wax, a mouth wash, a promissory note or a security, just what is it? After some thought I concluded the best description may be that we own a Forward Hedged Naked Short Derivative with a Reverse Equity Conversion Option. Please correct me if I do not have this exactly right.

I think, failing some clear explanations from you on these issues, the investors need to find assistance from others so we may better understand just what it is we have bought from CF and how we can manage and our investment in the future. In my family's case it is best for us to disentangle ourselves from CF but that depends upon your cooperation.

I have listened to your advice that Mr.Bersch is responsible for all concerns related to our investment and will be contacting him about visiting his office in Havasu as soon as possible. Since he was one of the original investors in CF that, according to you, did so well and he is a CPA to boot, he in is a unique position to help the investors understand their position and what has transpired.

Chris, I hope this information helpful to you to understand our views and position. Best wishes in your business endeavors in 2011. Things are looking up out here. The hotels and flights have been full and even room rates are inching up. If you find yourself on Maui give a call.

Sincerely,

Paul Singleton

Cc: Michal Bersch, Dick Millar, Suellen LeMay, Verne Singleton, Beth Singleton

Paul Singleton
[redacted]
[redacted] HI [redacted]
Cell [redacted]
[redacted]

April 18 2011

Mr. Christopher Crowder, President
Concordia Finance
[redacted]
[redacted]
[redacted] CA [redacted]

Dear Mr. Crowder,

I did not hear from you again after your March 9 2011 acknowledgment of my letter. You promised to address some issues we raised.

We are disappointed you cannot see your way to provide us financial data so that we may market our contracts to interested parties. We had two parties expressing interest; one here and another on the East Coast. Both are sophisticated investors and have the wherewithal to complete the transaction. Neither one is going to act without having some financial data. We do not understand your unwillingness to help. There is no downside for Concordia.

There is a downside from withholding information from your investors. Transparency is important to maintain confidence in financial relationships. Chris, at some point, and hopefully sooner rather than later, Concordia will have to account for the loss of $20 million of investors' money. It is simply not sufficient to trickle out information that, in effect, says to investors: 'we had a recession, whoops, never mind, you must try to understand'.

It is best to tell your investors clearly what they can expect to lose and when and how this came about. Reclassifying the "re-investment account" to whatever term you have now chosen for the most recent investor distribution report is not sufficient information. We need to form intelligent plans for a looming future without the income stream from Concordia. I am betting Michel Bersch's mother has been informed (should she still be invested). I have been informed to a degree. Everyone else should be informed. Tell us, in your honest opinion, the details of what has happened with their money and what to expect for the future. Come to think of it, financial data is part of this action.

Two weeks ago and after I did not hear from you for a long period, I spoke is some detail with a very experienced IRS agent. Our conversation focused on the failure of Concordia

to issue a 1099s to investors. She said she has heard similar arguments for 20 years and none of them hold up; "preposterous" was one word she used. She wants to see a Form 3949 along with as many details as I can come up with.

Thank you for correcting me on the number of employees you still retain. I can see that the Concordia business model is saddled with extremely high costs for a financial operation in the digital age. If 16 employees are required to handle $10 million in loans and $3 million in revenues ($187k each) there is little hope of success. Good lord, our farm generates $150k/ employee and we are in a the very labor intensive business of growing, harvesting, cooling, packing and delivering lettuce.

Maybe this is a logical reason for our difficulties. If true maybe it will help investors to understand just what happened to their money.

Sincerely,

Paul Singleton

Cc: Suellen LeMay, Beth Singleton, Verne Singleton, Michael Bersch, Dick Millar

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of August 5, 1999 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Landon B. Phillips Living Trust dated 6/11/91, Landon B. Phillips trustee ("Investor") hereinafter collectively referred to as "the parties."

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25 % of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

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1.4 "Custodian" means E R Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, which the parties agree have an aggregate unpaid principal amount of $100,567.28 as of the date hereof, for a purchase price of $100,000 (the "Purchase Price").

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not

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subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of

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the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 1% per month return (12% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the

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Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts, which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding

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arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10. Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

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(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: Landon B. Phillips
[redacted]
[redacted], AZ [redacted]

12.10 Waiver of Jury Trial. KC LBP *(Initial)* BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 5th day of August 1999, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: Kenneth Crowder
Kenneth Crowder
President

Investor: Landon B. Phillips, Trustee

Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____, 19

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of August 5, 1999 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Landon B. Phillips Living Trust dated 6/11/91, Landon B. Phillips trustee a(n) individual ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated August 5, 1999 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

EXHIBIT
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ADMITTED

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

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5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Christopher Crowder
Vice President

Investor:

Landon B. Phillips (Trustee)

Custodian:

ER Financial and Advisory Service

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AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on August 5, 1999 by and between Landon B. Phillips and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about August 5, 1999 Landon B. Phillips and Concordia entered into the Sale of Contracts and Servicing Agreement whereunder, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Landon B. Phillips monthly an amount equal to a 1% percent return (12% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Landon B. Phillips desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to Landon B. Phillips monthly payments in an amount equal to the interest payments Concordia has been

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making to Landon B. Phillips. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement .

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: Landon B Phillips
Landon B. Phillips

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *August 5, 1999,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Landon B. Phillips* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *August 5, 1999,* Concordia and *Landon B. Phillips* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Landon B. Phillips's* investment balance. *Landon B. Phillips* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Landon B. Phillips hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: Andrea MacKay Trustee
Landon B. Phillips

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of August 5, 1999 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Landon B. Phillips Living Trust dated 6/11/91, Landon B. Phillips trustee ("Investor") hereinafter collectively referred to as "the parties."

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

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1.4 "Custodian" means E R Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, which the parties agree have an aggregate unpaid principal amount of $100,567.28 as of the date hereof, for a purchase price of $100,000 (the "Purchase Price").

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not

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subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of

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the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 1% per month return (12% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the

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Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts, which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding

arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10. Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

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(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

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(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

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12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: Landon B. Phillips
[redacted]
[redacted] AZ [redacted]

12.10 Waiver of Jury Trial. KC LBP *(Initial)* BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 5th day of August 1999, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: Kenneth Crowder
Kenneth Crowder
President

Investor: Landon B. Phillips, Trustee

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Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____, 19

Total: $_____

Copy

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of August 5, 1999 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Landon B. Phillips Living Trust dated 6/11/91, Landon B. Phillips trustee a(n) individual ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated August 5, 1999 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

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ADMITTED

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

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5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Christopher Crowder
Vice President

Investor:

Landon B. Phillips (Trustee)

Custodian:

ER Financial and Advisory Service

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AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on August 5, 1999 by and between Landon B. Phillips and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about August 5, 1999 Landon B. Phillips and Concordia entered into the Sale of Contracts and Servicing Agreement whereunder, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Landon B. Phillips monthly an amount equal to a 1% percent return (12% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Landon B. Phillips desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to Landon B. Phillips monthly payments in an amount equal to the interest payments Concordia has been

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making to Landon B. Phillips. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement .

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: Landon B. Phillips
Landon B. Phillips

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *August 5, 1999,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Landon B. Phillips* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *August 5, 1999,* Concordia and *Landon B. Phillips* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Landon B. Phillips's* investment balance. *Landon B. Phillips* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

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ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$301,653.04* to $50,577.67.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Landon B. Phillips*. In the event that *Landon B. Phillips* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Landon B. Phillips hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____ Trustee
Landon B. Phillips

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 5/11, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) IND ("Investor") hereinafter collectively referred to as "the parties."

Wesley LUHR

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

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1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 100,00 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a .83% per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: Wesley LUNR
[redacted] AZ [redacted]

12.10 Waiver of Jury Trial WDL *(Initial)* BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this ___ day of _____ 2004, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: W.D. Lln
_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 5/11, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) _____ ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

Wesley LUNR

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 5/11, 2004 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that

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4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents.

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BERSCH

this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

0833 6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly. 1% for The YR.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Kenneth Crowder
President

Investor: W. D. Lee

Custodian: Michael Bersch
E R Financial and Advisory Service

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Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____ ,2004

Total: $_____

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AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on May 11, 2004 by and between Wesley Luhr and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about May 11, 2004 Wesley Luhr and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Wesley Luhr monthly an amount equal to a 0.83% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Wesley Luhr desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to Wesley Luhr monthly payments in an amount equal to the interest payments Concordia has been making to

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Wesley Luhr. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement .

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: _____ 3-23-05
Wesley Luhr

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011*, the Sale of Contracts and Servicing Agreement ("Agreement") executed on *May 11, 2004,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Wesley Luhr* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *May 11, 2004,* Concordia and *Wesley Luhr* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Wesley Luhr 's* investment balance. *Wesley Luhr* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

EXHIBIT
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reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$71,732.99 to $16,732.99.*

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Wesley Luhr* . In the event that *Wesley Luhr* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Wesley Luhr hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____
Wesley Luhr

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CONCORDIA FINANCE

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INVESTING IN TRANSPORTATION

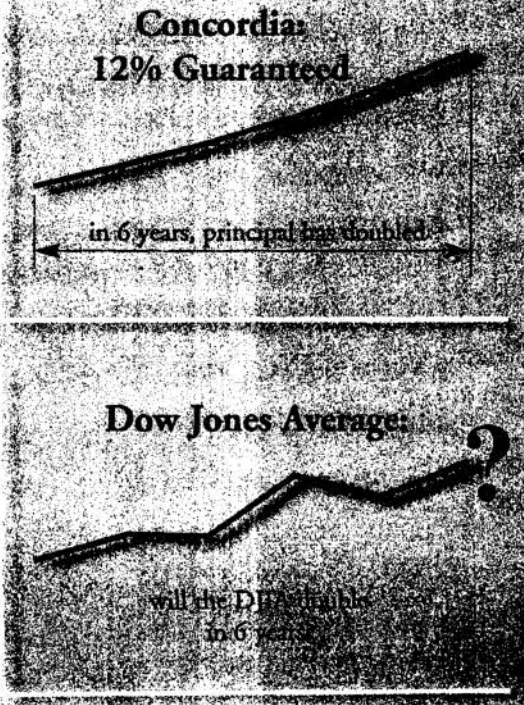
- 1.0% Per Month
- Doubles in Under 6 Years
- Guaranteed
- Monthly Check
- Monthly Report
- 140,000 Trucks in California
- 25,000 Sell Used Every Year
- 7,500 Sell Used in the Los Angeles Area
- Contracts Under $25,000 are Typical
- $300,000 Buys You Over 10 Contracts
- California Market is $500,000,000

Concordia Finance specializes in the financial needs of the commercial used truck market. The banking world today is changing, becoming more focused on specific industry groups and less focused on geography. The result has been that several of the smaller industries have been ignored as individual banks struggle to gain competitive advantages in the larger markets. Opportunity is thus created for the small company which has the expertise to step into one of these disregarded segments. Concordia has been doing this since June of 1994.

Investment Opportunity

Since 1994 Concordia Finance has been buying truck ("big rig") conditional sales contracts from dealers and collecting the payments. Concordia investors receive net 1.0% EACH MONTH in interest for providing the necessary capital. Concordia qualifies the buyer, purchases the contract from the dealer and collects the payments. The investor then receives a check or the money is credited to his account. This is done under a service agreement with the investor. Concordia guarantees each contract. If any go into repossession, Concordia will replace it with one of equal or greater value.

If your money is left in and the interest is allowed to accrue, the principal will double in less than five years.



Concordia's Place In the Market

In 1993 the founders recognized a need to fund the less than perfect commercial buyer. This is usually a truck driver with five to ten years experience and wants to own his own rig. He may have adequate personal credit but has no commercial credit. Since the truck will be used for business, banks can not provide a consumer loan. Very few sources are available. Most contracts are for about twenty thousand dollars. The driver might save the money and pay cash, very difficult, or lease, very expensive. Concordia Finance does not require a commercial credit history, it does require good personal credit.

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Concordia Finance

- Services All Contracts
- Replaces Any Non-Performing Contracts
- Provides Monthly Report and Check
- Has Contracts Available For Purchase Now

Personnel

The loan manager is a former bank vice president who was in charge of truck loans. He reviews and approves each contract considered by Concordia and keeps on top of collections. Typically, 90% of all accounts are paid at least a week ahead of the due date.

The second employee is a collections specialist. She has been trained at Concordia and now has over four years experience with an excellent record. The third employee is the receptionist and is being trained as a collections specialist. As Concordia grows, these people will be supplemented. With the continuing shrinking of the job market in the banking industry, recruitment of outstanding talent is not a problem.

History

Concordia Financing Co., Ltd doing business as (dba) Concordia Finance is incorporated in the state of California. Concordia is strategically located in Fontana California on Valley Blvd.

Along Valley Blvd numerous dealers of tractors, trailers, truck repair, parts and supplies have made this a center known by all truckers in the southwest. This section of Valley Blvd is about 3 miles long, runs parallel to Interstate 10, and provides convenient access via freeway ramp.

Ken Crowder
President

Call or Fax Today
For a Free Business Plan
and Financial Statement

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[redacted] CALIFORNIA [redacted] – [redacted] – FAX [redacted]

CONCORDIA FINANCE

INVESTOR
$100,000

RETURN ON INVESTMENT
$833 / MONTH
(10% / YR)

PRODUCT APPROVED BY
KANSAS CITY LIFE INC.
BROKER: SUNSET FINANCIAL

1. INVESTOR GIVES INVESTMENT CHECK TO ER FINANCIAL

4. ER FINANCIAL GIVES INVESTOR A MONTHLY CHECK BASED ON INVESTMENT

ER FINANCIAL
MICHAEL BERSCH, CPA
DAVID WANZEK, CPA
(MAINTAINS ACTUAL COLLATERAL & CONTRACTS FOR INVESTOR, REVIEWS MONTHLY REPORTS & PAYMENTS TO INVESTORS)

CONCORDIA FINANCE
(SERVICES CONTRACTS FOR INVESTOR)

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PAYMENT ON TRUCKS

ACQUIRES TRUCK CONTRACTS

2. ER FINANCIAL SENDS INVESTMENT TO CONCORDIA.
3. CONCORDIA REPORTS TO ER FINANCIAL

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CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 5/11, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) IND ("Investor") hereinafter collectively referred to as "the parties."

Wesley Kuhr

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

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1.5 "Customer" means the account debtor under a Contract

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 100,00 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 . Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a .83% per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: Wesley LUHR
[redacted] AZ [redacted]

12.10 Waiver of Jury Trial. WOL CRC (*Initial*) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 11th day of May 2007, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: _____

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Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____ 2004

Total: $_____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 5/11, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) _____ ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

Wesley LUNR

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 5/11, 2004 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that

EXHIBIT S-12b ADMITTED

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the Sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, and in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents,

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this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

0833 6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.75% per month of the principal balance, payable monthly. 1% for The YR

7. Indemnification and Contribution

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd
a California corporation

Kenneth Crowder
President

Investor: W. D. Lee

Custodian: Michael Bersch
E R Financial and Advisory Service

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AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on May 11, 2004 by and between Wesley Luhr and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about May 11, 2004 Wesley Luhr and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Wesley Luhr monthly an amount equal to a 0.83% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Wesley Luhr desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to Wesley Luhr monthly payments in an amount equal to the interest payments Concordia has been making to

EXHIBIT
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ADMITTED

Wesley Luhr. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement .

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: _____ 3-23-08
Wesley Luhr

[redacted]0-923

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *May 11, 2004,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Wesley Luhr* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *May 11, 2004,* Concordia and *Wesley Luhr* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Wesley Luhr 's* investment balance. *Wesley Luhr* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

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ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$71,732.99 to $16,732.99.*

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Wesley Luhr* . In the event that *Wesley Luhr* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Wesley Luhr hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____
Wesley Luhr

COPY

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of MAY 11, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) Individual ("Investor") hereinafter collectively referred to as "the parties."

William W and Jean A. Pike Trust

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

EXHIBIT
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ADMITTED

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 105,000 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a .83% per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(t) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

tees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: William & Jean Pike
[redacted] Az [redacted]

12.10 Waiver of Jury Trial. WWP JAP (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 11 day of May 2004, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: William W Pike
Jean A. Pike

Exhibit A

List of Contracts

Name of Customer Dealer Principal Amount As of _____, 2004

Total: $_____

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of MAY 11, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) Individual ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".
WILLIAM W PIKE & JEAN A. PIKE TRUST

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated May 11, 2004 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that

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EXHIBIT
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ADMITTED

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents.

this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

0833 6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly. 1% for The YR.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd
a California corporation

Kenneth Crowder or Chris Crowden V.P.
President

Investor: William W. Pike
Jean A. Pike

Custodian
E R Financial and Advisory Service

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COPY

AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 1, 2004 by and between William W. and Jean A. Pike Trust and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 1, 2004 William W. and Jean A. Pike Trust and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying William W. and Jean A. Pike Trust monthly an amount equal to a .83% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS William W. and Jean A. Pike Trust desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to William W. and Jean A. Pike Trust monthly payments in an amount equal to the interest payments Concordia

EXHIBIT
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ADMITTED

has been making to William W. and Jean A. Pike Trust. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: _____
William W. Pike and Jean A. Pike
Trust

COPY

AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 1, 2004 by and between William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 1, 2004 William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee monthly an amount equal to a .833% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

EXHIBIT
S-13d
ADMITTED

2. In place thereon, Concordia will continue to pay to William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee monthly payments in an amount equal to the interest payments Concordia has been making to William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: William W Pike
William W. Pike Living Trust
William W. Pike as Trustee

August 21, 2010

COPY

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *March 1, 2004,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *William W. & Jean A. Pike* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *March 1, 2004,* Concordia and *William W. & Jean A. Pike* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *William W. & Jean A. Pike 's* investment balance. *William W. & Jean A. Pike* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

EXHIBIT
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ADMITTED

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reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$75,319.53* to $17,569.53.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *William W. & Jean A. Pike* . In the event that *William W. & Jean A. Pike* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, William W. & Jean A. Pike hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: William W Pike
William W. & Jean A. Pike
Jean A. Pike

ACC004376
BERSCH

CONCORDIA FINANCE

EXHIBIT
S-13f
ADMITTED

INVESTING IN TRANSPORTATION

- ~~1.0% Per Month~~ 10% PER YEAR
- Doubles in Under 6 Years
- Guaranteed
- Monthly Check
- Monthly Report
- 140,000 Trucks in California
- 25,000 Sell Used Every Year
- 7,500 Sell Used in the Los Angeles Area
- Contracts Under $25,000 are Typical
- $300,000 Buys You Over 10 Contracts
- California Market is $500,000,000

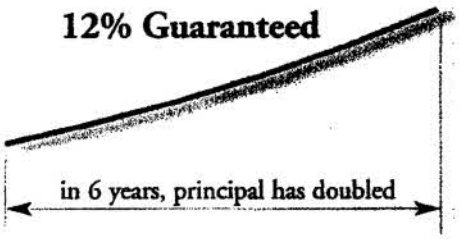
Concordia Finance specializes in the financial needs of the commercial used truck market. The banking world today is changing, becoming more focused on specific industry groups and less focused on geography. The result has been that several of the smaller industries have been ignored as individual banks struggle to gain competitive advantages in the larger markets. Opportunity is thus created for the small company which has the expertise to step into one of these disregarded segments. Concordia has been doing this since June of 1994.

Investment Opportunity

Since 1994 Concordia Finance has been buying truck ("big rig") conditional sales contracts from dealers and collecting the payments. Concordia investors receive net 1.0% EACH MONTH in interest for providing the necessary capital. Concordia qualifies the buyer, purchases the contract from the dealer and collects the payments. The investor then receives a check or the money is credited to his account. This is done under a service agreement with the investor. Concordia guarantees each contract. If any go into repossession, Concordia will replace it with one of equal or greater value.

If your money is left in and the interest is allowed to accrue, the principal will double in less than five years.

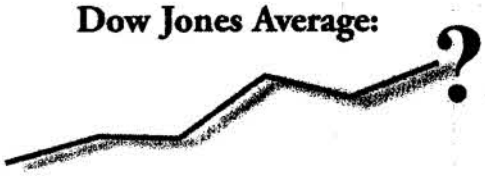
Concordia: 12% Guaranteed



Concordia's Place In the Market

In 1993 the founders recognized a need to fund the less than perfect commercial buyer. This is usually a truck driver with five to ten years experience and wants to own his own rig. He may have adequate personal credit but has no commercial credit. Since the truck will be used for business, banks can not provide a consumer loan. Very few sources are available. Most contracts are for about twenty thousand dollars. The driver might save the money and pay cash, very difficult, or lease, very expensive. Concordia Finance does not require a commercial credit history; it does require good personal credit.

Dow Jones Average:



will the DJIA double in 6 years?

- Services All Contracts
- Replaces Any Non-Performing Contracts
- Provides Monthly Report and Check
- Has Contracts Available For Purchase Now

Personnel

The loan manager is a former bank vice president who was in charge of truck loans. He reviews and approves each contract considered by Concordia and keeps on top of collections. Typically, 90% of all accounts are paid at least a week ahead of the due date.

The second employee is a collections specialist. She has been trained at Concordia and now has over four years experience with an excellent record. The third employee is the receptionist and is being trained as a collections specialist. As Concordia grows, these people will be supplemented. With the contunuing shrinking of the job market in the banking industry, recruitment of outstanding talent is not a problem.

History

Concordia Financing Co., Ltd doing business as (dba) Concordia Finance is incorporated in the state of California. Concordia is strategically located in Fontana California on Valley Blvd.

Along Valley Blvd numerous dealers of tractors, trailers, truck repair, parts and supplies have made this a center known by all truckers in the southwest. This section of Valley Blvd is about 3 miles long, runs parallel to Interstate 10, and provides convenient access via freeway ramp.

Ken Crowder
President

Call or Fax Today
For a Free Business Plan
and Financial Statement

[redacted] CALIFORNIA [redacted] – [redacted] – FAX [redacted]

CONCORDIA FINANCE

INVESTOR
$100,000

RETURN ON INVESTMENT
$833 ~~$1,000~~ / MONTH
(~~12~~% / YR)
10 %

PRODUCT APPROVED BY
KANSAS CITY LIFE INC.
BROKER: SUNSET FINANCIAL

1. INVESTOR GIVES INVESTMENT CHECK TO ER FINANCIAL

4. ER FINANCIAL GIVES INVESTOR A MONTHLY CHECK BASED ON INVESTMENT

EXHIBIT
S-139
ADMITTED

ER FINANCIAL
MICHAEL BERSCH, CPA
DAVID WANZEK, CPA
(MAINTAINS ACTUAL COLLATERAL & CONTRACTS FOR INVESTOR, REVIEWS MONTHLY REPORTS & PAYMENTS TO INVESTORS)

CONCORDIA FINANCE
(SERVICES CONTRACTS FOR INVESTOR)

PAYMENT ON TRUCKS

2. ER FINANCIAL SENDS INVESTMENT TO CONCORDIA.
3. CONCORDIA REPORTS TO ER FINANCIAL

ACQUIRES TRUCK CONTRACTS

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Client Concerns

- Our clients frequently express their concern about how inflation is eroding their fixed income purchasing power
- They constantly ask if there is a way to safely increase their fixed income returns from
  - Savings accounts
  - Certificates of deposits
  - Fixed interest rate annuities

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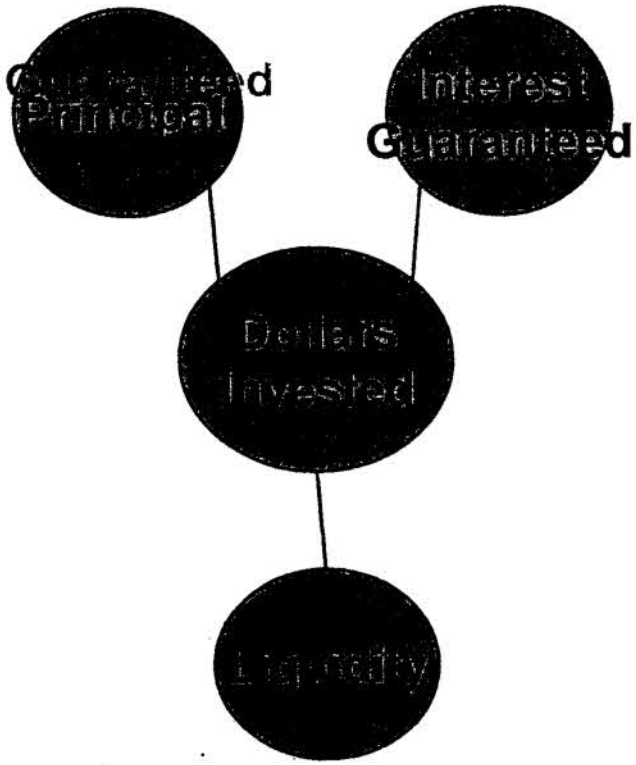
EXHIBIT
S.13h
ADMITTED

Can You Recommend Any Other Fixed Income Investments Offering



- Safety of Principal? (a guarantee against loss of principal)
- A higher guaranteed interest rate?
- Short term liquidity in the event of emergency need?

Our Recommendation Is Concordia Servicing Agreements

- We believe clients should seriously investigate the advantages offered by serving agreements as a means of increasing their fixed income returns without undue risk (such as the stock market)
- These notes meet our client's needs regarding
  - Safety of principal
  - Higher guaranteed interest
  - Liquidity

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What Are Servicing Agreements?

- Since 1994, Concordia Finance has purchased over $10,000,000 in conditional truck sales contracts from commercial truck dealers
- These dealers sell their truck financing contracts to Concordia at a discount rate so as to receive immediate cash to replenish their truck inventory
- Concordia qualifies each truck buyer, purchases the contract from the dealer and collects the payment
- Concordia raises capital to purchase these contracts from investors in the form of Servicing Agreements (many of which are held by our present clients)

How Does Safety Of Principal Compare To Savings Accounts/CD's?

- Savings Accounts and CD's are guaranteed from one source – FDIC. Presently, FDIC has about 17 cents in its account for every dollar it is guaranteeing
- Servicing Agreements offer two guarantees
  - Investment principal is secured by collateral represented by assigned vehicle titles
  - Concordia guarantees to replace any non-performing contract with one of equal or greater value

How Does Guaranteed Interest Rate Compare to Savings Accounts/CD's?

- Savings accounts and CD's typically pay 4% to 6% a year
- Servicing Agreements pay 1~~2%~~ 10% a year (payable ~~1%~~ a month)y
- This allows investors to generally double their fixed income yield from the same amount of principal invested
- This affords them the means to offset their present loss of purchasing power due to inflation

How Do These Guarantees Compare To Stock Market?

- Servicing Agreements pay a guaranteed ~~12%~~ 10% rate of return
- Stocks have no guaranteed rate of return
- Servicing Agreements use assigned vehicle titles as collateral to guarantee the safety of principal
- Stocks have no guarantee of principal invested (in fact, the Nasdaq lost over 30% of its stock values during 2000)
- Servicing Agreements pay a guaranteed ~~12%~~ 10% annually
- Stocks provide no guarantee but have averaged 10% over the past 20 years
- Should you be risking safety of principal in the stock market when average stock market returns yield less than servicing agreements?

How Does Liquidity Compare to Savings Accounts/CD's?

- Our clients recognize that emergency circumstances may arise that require access to their principal
  - Savings accounts and CD's generally have a 3 month interest penalty for early withdrawal. This represents ¼ of the annual interest (or a 25% penalty). This would lower a 6% interest rate to 4.5% if early withdrawal occurred)
  - Servicing Agreements have no early withdrawal penalty

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Rate of Return Analysis

- Investing in Concordia Servicing Agreements has proven to be a safe way to increase fixed income returns for many of our clients
- A $100,000 investment contract yields $1,000 in monthly income compared to only $350 to $500 in monthly income from savings account or CD's
- Servicing Agreements provide a safety of principal guarantee and 100% liquidity in the event of emergency need
- Higher guaranteed yield to offset inflation, safety of principal backed by collateral and 100% liquidity has made Concordia Servicing Agreements the preferred fixed income investment for many of our clients

Key Benefits

- You can double your guaranteed interest rate of return without sacrificing safety of principal guarantees or liquidity
- You can lock in guaranteed returns that beat the 20 year stock market average rate of return without placing the principal at undue risk

ER Financial & Advisory Service
[redacted]

To our Portfolio Investors:

In the next few weeks you will be receiving a letter from Concordia Financing that addresses their potential growth and the planned restructuring needed to achieve this growth. Concordia is doing great and this is all part of growing it bigger and better and with that there are changes. The company is expected to grow two to three times in a short period of time thru bank financing and new investor monies. When companies grow there are opportunities for expansion and that is where Concordia is today.

As part of this growth, the company will set a date, (to be determined), where all new monies invested will be maintained by a new company and the new monies will be collateralized differently. The new monies coming from individual investors will be placed into what is called a mezzanine level of funding. Concordia will offer 12% on this new money and they want to raise 10 million at this level. The other funding will come from the banks and or other financial institutions. The collateral for this new money will be collaterized by a secured second position on the truck contracts with a guarantee by Concordia.

With respect to the current investment portfolios, they will continue as is, and we will continue to maintain the collateral for you, and send you your checks every month as we have in the past. As in the past, we also will monitor the financial position of Concordia. Currently the financial position is excellent.

Again, for the current portfolio income investors everything stays the same.

We have money invested like you do so when this restructuring takes place we made sure that your money and collateral will still be handled by us.

When you have additional funds to invest in contract, please let us know so we can place in with Concordia as to earn 12%. If you have any friends that would like 12% income flow, we are available to discuss Concordia with them.

Most importantly, your current investments with Concordia will be maintained by us and this will not change thru this restructuring of Concordia,

Should you have any questions please call us at [redacted].

David Wanzek, CPA

Michael Bersch, CPA

EXHIBIT
S-13i
ADMITTED

COPY

[redacted] CA [redacted]

August 10, 2006

Dear Concordia Investors

Concordia Finance has grown substantially over the years and this has been as a result of the confidence of investors, like yourself. The company is servicing in excess of 30,000,000 dollars and profits are growing. There is still room to expand. Our growth has provided us with a unique opportunity to take it to the next level and with your confidence and continued support this can be achieved this.

The opportunity is to grow into other states and we have already made contacts with dealers in the states that we have chosen to do business and a lot of the groundwork has been completed. In order to properly grow additional funding is required and we hope to double or triple the amount we service.

As part of this potential growth opportunity, we have engaged Pacific Financial Advisors (PFA) to seek bank financing and secondary financing (Mezzanine) from major banks, financial institutions and portfolio investors. In doing so, Concordia will establish a new company called Concordia Funding LLC ("Concordia Funding") which will finance new contracts. Concordia Funding will hold all the collateral on all new financing.

Current Portfolio Investors: Existing investors will maintain the current arrangements with Concordia and ER financial (David and Mike) will continue to hold collateral for you and monitor the monthly reports for you. Basically, it stays the same. You have until September 30 to invest any addition funds in this category. This investment pays 10% with specific collateral.

Future Portfolio Money: As of September 30, 2006 all new investment money will be put into the mezzanine level and will be serviced by Concordia Funding, the new company. The collateral will be pooled contracts and will be held by Concordia Funding. The interest payments to the new investment money will be at 12 percent.

Outline of Future Money:

- New Senior Secured Financing. PFA has received strong indications of interest from three different institutions for a credit line up to $40 million (Senior Secured financing). However, in order to complete the Concordia Funding financing transaction, PFA and ER Financial still need to raise up to $10 million in the form of secured Mezzanine notes.
- New Secured Mezzanine Note. A Mezzanine Note is similar to the current Concordia portfolios which investors presently own. However, the main difference is that the Mezzanine Note will have a second security position to the banks in terms of a lien on the collateral. The current Concordia portfolios have a first security position in terms of a lien in each truck contract. The new Mezzanine Notes are secured by a larger and diverse

portfolio of truck contracts. The new Mezzanine Notes will continue to be guaranteed by Concordia.

- Current investors will have the opportunity but are not required to invest in or convert into the Mezzanine Notes. This is simply a voluntary investment opportunity.
- The Mezzanine Notes will provide for secured monthly interest payments at an annual rate of 12% (12.58% annual yield) and will have a term of 5 years.
- The Mezzanine Notes are secured by a diversified portfolio of truck contracts. Thus there are a large number of trucks backing the Mezzanine Note investment.
- The Mezzanine Notes possess a second security interest in the Concordia Funding's truck contract portfolio below the bank financing.
- Concordia will provide a full recourse loss guaranty on the bank's Senior Secured Financing and the Mezzanine Notes. Concordia will establish a cash reserve in addition to the established Concordia Funding's cash reserve for the benefit of the Concordia Funding's investors and lenders.

In order to be involved with the new company, I will continue to be the chairman of the Board of Concordia, and Chris Crowder, who has been the VP will take over as president of Concordia. This will allow more of my time to be spent in the development of this new growth opportunity.

Attached for your review is a cover letter from PFA and a summary of the Mezzanine Note investment opportunity and terms.

Sincerely,

Ken Crowder
CEO
Concordia Finance

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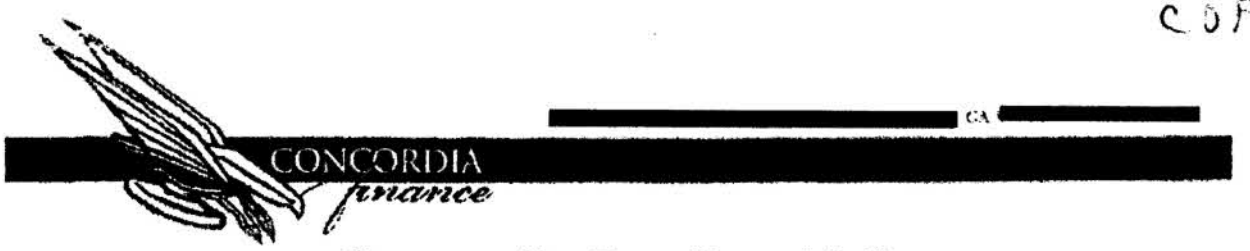

Concordia Funding, LLC
Secured Mezzanine Notes
Summary of Terms

Issuer:	Concordia Funding, LLC (the "SPC")
Securities Offered:	$ 5,000,000 to $10,000,000 principal amount of five-year Secured Mezzanine Notes (the "Mezzanine Notes") to accredited investors.
Use of Funds:	The SPC will invest the proceeds of the Mezzanine Notes' to purchase truck sales contracts. In addition to the proceeds from the Mezzanine Notes, the SPC will also receive up to $40,000,000 of proceeds from a Senior Secured Lender to purchase additional truck sales contracts. The purchase of the truck sales contracts will be originated by Concordia Finance and Concordia Finance will also be the servicer of all the truck sales contracts purchased by the SPC.
Subscription Minimum:	The minimum individual investment amount is $250,000 and a subscription agreement (firm written commitment to invest) should be completed by September 30, 2006. The minimum total investment amount required is $5,000,000.
Investment Timing:	The actual purchase of the Mezzanine Notes and closing of the entire SPC financing is scheduled for October 18, 2006, at which time investors must make payment (either check or wire) to the SPC.
Investment Strategy:	To provide secure monthly returns for five years equal to an annual fixed interest rate of 12% (annualize yield of 12.68%).
Concordia Guaranty:	Concordia Finance will provide a guaranty on the payments of monthly interest and principal of the Senior Secured Lender and the Mezzanine Notes.
SPC Cash Reserve:	The SPC will also fund a separate cash reserve to provide for payments of monthly interest and principal of the Senior Secured Lender and the Mezzanine Notes.

Security Interest	The Mezzanine Notes will be secured, on a second priority basis, in a diversified pool of truck sales contract. The security interest of the Mezzanine Notes will be subordinate to the Senior Secured Lender.
Service Agreement	Concordia Finance will enter into an origination and servicing agreement with SPC to originate and service the truck sales contracts.
Redemption:	On or after three years, the SPC may, redeem the Mezzanine Notes at 100% of face value (par amount) plus accrued and unpaid interest.
Reporting:	Each Investor will receive an unaudited quarterly financial statement and audited annual financial statements of SPC and Concordia Finance.
Custodian:	The Custodian, pursuant to the Custodial Agreement executed by SPC and Custodian will maintain and hold all documents relating to the Sales Contract for purposes of administration.
Investor:	Qualified investor must be an Accredited Investor as defined by Rule 501(a) of Regulation D under the Securities Act of 1933 ("1933 Act")

This Summary is for discussion purposes only and sets forth certain terms of the Mezzanine Note investment. A prospective qualified investor should read and review the Information Memorandum in its entirety, and ask any questions of management or its advisors prior to making an investment decision.

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of MAY 11, 2007 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) Individual ("Investor") hereinafter collectively referred to as "the parties."

William W and Jean A. Pike Trust

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

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1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 105,000 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a .83% per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: William & Jean Pike
[redacted] Az [redacted]

12.10 Waiver of Jury Trial. WWP Jap (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 11 day of May 2004, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: William W Pike
Jean A. Pike

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Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____, 2004

Total: $ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of MAY 11, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) Individual ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties"

WILLIAM W PIKE & JEAN A. PIKE TRUST

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated May 11, 2004 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that

EXHIBIT S-146 ADMITTED

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4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents,

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this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

0833 6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.75% per month of the principal balance, payable monthly. 1% for the YR

7. Indemnification and Contribution

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd
a California corporation

Kenneth Crowder OR CHRIS CROWDER
President V.P.

Investor: William W. Pike
Jean A. Pike

Custodian: E R Financial and Advisory Service

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AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 1, 2004 by and between William W. and Jean A. Pike Trust and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 1, 2004 William W. and Jean A. Pike Trust and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying William W. and Jean A. Pike Trust monthly an amount equal to a .83% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS William W. and Jean A. Pike Trust desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to William W. and Jean A. Pike Trust monthly payments in an amount equal to the interest payments Concordia

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has been making to William W. and Jean A. Pike Trust. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: _____
William W. Pike and Jean A. Pike
Trust

AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 1, 2004 by and between William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 1, 2004 William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee monthly an amount equal to a .833% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee monthly payments in an amount equal to the interest payments Concordia has been making to William W. Pike Living Trust Dated July 26, 2010, William W. Pike, Trustee. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: _____
William W. Pike Living Trust
William W. Pike as Trustee

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *March 1, 2004,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *William W. & Jean A. Pike* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *March 1, 2004,* Concordia and *William W. & Jean A. Pike* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

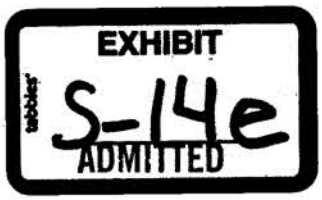
B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *William W. & Jean A. Pike 's* investment balance. *William W. & Jean A. Pike* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no



reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$75,319.53* to $17,569.53.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *William W. & Jean A. Pike* . In the event that *William W. & Jean A. Pike* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, William W. & Jean A. Pike hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: William W Pike
William W. & Jean A. Pike
Jean A. Pike

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CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of July 8, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and LINDA TABRANT, a(n) INVESTORS ("Investor") hereinafter collectively referred to as "the parties."

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

EXHIBIT
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1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 400,000.00 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a .83% per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: LINDA TORRANT [redacted] AZ [redacted]

12.10 Waiver of Jury Trial. LT CRC *(Initial)* BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 8th day of July 2004, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: Linda Torrant

Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____ 2004

Total: $ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of July 8, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Linda Torrent, a(n) Individual ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated July 8, 2004 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that

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4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents.

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this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

0833 6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly. 1% for The YR.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Kenneth Crowder
President

Investor: Linda Lee Sarrant

Custodian: E R Financial & Advisory
E R Financial and Advisory Service

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AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on July 8, 2004 by and between Linda Tarrant and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about July 8, 2004 Linda Tarrant and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Linda Tarrant monthly an amount equal to a 0.83% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Linda Tarrant desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to Linda Tarrant monthly payments in an amount equal to the interest payments Concordia has been making to

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ADMITTED

Linda Tarrant. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: Linda Lee Tarrant
Linda Tarrant

and

Robert A. Tarrant
Robert TARRANT

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of July 8, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and LINDA TOBRANT, a(n) INVESTORS ("Investor") hereinafter collectively referred to as "the parties."

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means ER Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

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ADMITTED

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of $ 400,000.00 (the "Purchase Price"). From time to time monies may be added or taken. The balance will be shown in Exhibit A.

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the

disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a .83% per month return (10% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts,

which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

10.1 Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and

fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: LINDA TORRANT
[redacted]
[redacted] AZ [redacted]

12.10 Waiver of Jury Trial. (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 8th day of July 2004, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: _____
Christopher Crowder
Vice President

Investor: _____

Exhibit A:

List of Contracts

Name of Customer	Dealer Principal Amount As of _____ __,200~~4~~

Total: $_____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of July 8, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Lindy Torrent, a(n) Individual ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated July 8, 2004 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

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4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents,

this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

0833 6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly. 1% for The YR

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Kenneth Crowder
President

Investor: Linda Lee Larrant

Custodian: E R Financial & Advisory
E R Financial and Advisory Service

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AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on July 8, 2004 by and between Linda Tarrant and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about July 8, 2004 Linda Tarrant and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Linda Tarrant monthly an amount equal to a 0.83% percent return (10% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Linda Tarrant desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

2. In place thereon, Concordia will continue to pay to Linda Tarrant monthly payments in an amount equal to the interest payments Concordia has been making to

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Linda Tarrant. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: Linda Lee Tarrant
Linda Tarrant

and

Robert A. Tarrant
Robert Tarrant

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011*, the Sale of Contracts and Servicing Agreement ("Agreement") executed on *July 8, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Linda Tarrant* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *July 8, 2004*, Concordia and *Linda Tarrant* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Linda Tarrant 's* investment balance. *Linda Tarrant* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

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ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$286,931.62 to $66,931.62.*

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Linda Tarrant* . In the event that *Linda Tarrant* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Linda Tarrant hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: _____
Linda Tarrant

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of March 30, 2000 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Stephen P Dennison, trustee of the Dennison Family Living Trust, dated 3/26/92, ("Investor") hereinafter collectively referred to as "the parties."

RECITALS

A. Concordia desires to obtain short term financing by factoring, selling and assigning to Investor certain truck (tractor and/or trailer) conditional sales contracts, and Concordia is willing to service such contracts for Investor.

B. Investor desires to purchase conditional sales contracts from Concordia on the terms and conditions stated herein, including but not limited to the mutual condition that Concordia service such contracts.

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

1.2 "Contract Default" means any of the following: a Customer fails to provide the insurance required by the Contract for a vehicle within 30 days after notice of the requirement to do so; a Customer fails to make three (3) consecutive monthly payments under the Contract; a Customer files any form of bankruptcy proceeding, or such proceeding is filed against a customer; a repossession is ordered for a vehicle under a Contract; or an insurance claim is made with respect to a vehicle under a Contract for repairs in excess of 25% of the value of the vehicle; or a Customer Dispute.

1.3 "Credit Problem" means the Customer is unable to pay trade debts due to insolvency and/or the filing of a Petition in Bankruptcy.

1.4 "Custodian" means E R Financial and Advisory Service, who shall hold the originally executed Contracts, with transferable title documents, pursuant to the terms of the Agreement.

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ADMITTED

1.5 "Customer" means the account debtor under a Contract.

1.6 "Customer Dispute" means any claim by Customer against Concordia, of any kind whatsoever, valid or invalid, that reduces the amount collectible from Customer by Investor.

1.7 "Dealer" means an existing licensed truck dealer who is named as the payee under a Contract and who has sold the Contract, at a discount, to Concordia.

1.8 "Default" shall have the meaning set forth in Section 11 hereof.

1.9 "Purchase Price" shall have the meaning set forth in Section 2 hereof.

1.10 "Substitute Contract" means a Contract having no known Contract Default which is delivered to the Custodian for transfer to Investor for the purpose of Investor replacing an existing Contract having an equal or lesser principal balance for which a Contract Default has occurred.

2. SALE OF CONTRACTS

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, which the parties agree have an aggregate unpaid principal amount of [illegible] as of the date hereof and an amount of $262.96 held for investment, for a purchase price of $50,000.00 (the "Purchase Price").

3. WARRANTIES

As an inducement for Investor to enter into this Agreement, and with full knowledge that the truth and accuracy of the warranties in this Agreement are being relied upon by Investor, Concordia warrants and covenants that:

3.1 Concordia's business is solvent, and to the best knowledge of Concordia, without any duty to investigate, the Dealers and the Customers named in the Contracts are solvent.

3.2 Concordia is the lawful owner of, and has good and undisputed title to, the Contracts.

3.3 Each Contract offered for sale to Investor is an accurate and undisputed statement of indebtedness by Customer for a sum certain of which is due and payable in accordance with the terms of such Contract, and, to the best knowledge of Concordia, is not subject to any defenses which would preclude payment by the Customer in accordance with the terms of the Contract.

3.4 To the best knowledge of Concordia, each Contract offered for sale to Investor is an accurate statement of a bonafide sale, deliver and acceptance of merchandise or performance of service by Dealer to Customer.

3.5 Concordia does not own, control or exercise dominion over, in any part or way whatsoever, the business of any Dealer having Contracts which are factored by Concordia to Investor under this Agreement.

3.6 Prior to purchasing a Contract from any Dealer, Concordia conducts a credit check of the Customer to determine the payment risk. The Contracts represent commercial sales, which means that the underlying vehicles will be used for business purposes and that the sales and the Contracts are governed by the California Commercial Code or the Commercial Code of the applicable state where the Dealer is located.

3.7 Within ten (10) business days after Concordia receives knowledge of any Contract Default, Concordia shall transfer and assign a Substitute Contract to Investor to replace the Contract having a Contract Default, by delivering such originally executed Substitute Contract to the Custodian with executed title transfer documents, and, within 2 business days after receipt of such Substitute Contract and related documents, the Custodian shall place the Contract having the Contract Default in the U.S. mail for return to Concordia.

4. CUSTODIAN; DEFAULT

4.1 Upon execution of this Agreement, the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the assignment and transfer of the Contracts and title to the vehicles to Investor, shall be delivered by Concordia to the Custodian with a copy of this Agreement. The Custodian shall hold the Contracts for the benefit of Concordia and Investor. Contracts shall from time to time be released by the Custodian to Concordia, upon receipt of Concordia's written representation, a copy of which shall be mailed to Investor by Concordia as part of the monthly report required by Section 6.2 hereof, that the Contract to be released either (a) has been paid in full and must be returned to the Customer, or (b) has incurred a Contract Default and is to be concurrently replaced with a substitute Contract.

4.2 Upon any Default under this Agreement by Concordia, Investor shall concurrently notify Concordia and the Custodian of the Default, describing the Default specifically and in detail, and providing Concordia thirty (30) days from the date such written notice is received by Concordia to cure such Default. If Concordia fails to cure such Default within such 30-day cure period, Investor may, at its option, unilaterally instruct the Custodian to release to Investor the originally executed Contracts and all executed assignments then in the possession of the Custodian. Upon receipt of such originally executed Contracts and executed assignments, Investor may, at his option, and in addition to all other remedies available to Investor, file the title instruments and effect the legal transfer of title to Investor.

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4.3 Assuming no Default by Concordia under this Agreement, the Custodian shall continue to hold the originally executed Contracts and all executed assignments of title until the earlier of (a) receipt of written instructions signed by both Concordia and Investor providing for the disposition of such Contracts and assignments, (b) the payment in full, and release of all the Contracts to Concordia for return to the Customers.

5. FUNDING

Concurrently with the execution of this Agreement by the parties, and the delivery of the originally executed Contracts and executed title transfer documents by Concordia to the Custodian, Investor shall wire or deliver to Concordia funds in the full amount of the Purchase Price.

6. SERVICING AGREEMENT

6.1 Investor hereby engages and hires Concordia as its servicing agent for all servicing matters related to the Contracts, including but not limited to sending monthly invoices to Customers for payment, the collection of payments, correspondence and telephone communication with any Customer in default, imposition and collection of late payment fees and NSF check charges, initiation at Concordia's sole discretion of all collection decisions, actions and activities, including repossession, retention of attorneys or collection agents, making repairs to damaged vehicles, reselling repossessed vehicles and all other matters and decisions relating to the Contracts and the vehicles covered by the Contracts, as if in all respects Concordia remained the owner of the Contracts and had sole authority with respect to the collection and disposition of the Contracts.

6.2 As part of its responsibility as servicing agent for the Contracts, Concordia shall send monthly reports to Investor, together with Concordia's check for payment of funds then due to Investor from collected funds received by Concordia. The monthly servicing reports will report, for each Contract, the principal collected, the principal balance, and the interest due to Investor.

6.3 As its fee for servicing each Contract, Concordia shall be entitled to retain, during the entire term of the Contract, (a) all late payment fees, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a 1% per month return (12% per annum, simple interest) on the then existing principal balance due under the Contracts. Subject only to a Default under this Agreement by Concordia, and Concordia's failure to cure such Default within thirty (30) days after receipt of written notice from Investor describing such default in detail, the appointment of Concordia as the servicing agent for the Contracts under this Agreement is irrevocable and can be modified only with the prior written consent of Concordia, which consent may be withheld by Concordia for any reason whatsoever without regard to any standard of reasonableness.

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7. SUBSEQUENT SALE OF CONTRACTS BY INVESTOR

7.1 Any attempt by Investor to sell, transfer or assign Investor's interest in any or all of the Contracts shall be void ab initio, unless prior to such sale, transfer or assignment (a) Investor first offers such Contracts to Concordia for purchase for 95% of the then existing principal balance due under the Contracts, and (b) Concordia fails to purchase such Contracts within ninety (90) days after receipt of written notice from Investor of Investor's intention to sell the Contracts, which notice shall specifically reference this Section 7 and describe the Contracts which Investor intends to sell, the identity, address and telephone number of the prospective purchaser (the "Prospective Purchaser") and the terms of the proposed sale.

7.2 If Concordia elects to purchase the Contracts from Investor under Section 7.1, nothing contained herein shall preclude or prohibit the subsequent or concurrent sale by Concordia of the Contracts to the Prospective Purchaser, and in the event of such sale Concordia shall be entitled to retain any profit upon sale without any obligation to Investor.

7.3 If Concordia elects not to purchase the Contracts from Investor under Section 7.1, and Investor subsequently sells the Contracts to the Prospective Purchaser, then the Prospective Purchaser shall be bound by the terms of this Agreement, including but not limited to the servicing provisions of Section 6 hereof.

8. INVESTOR ACKNOWLEDGMENTS

Investor hereby acknowledges that the Contracts, if compared to other contracts which were rated under industry standards from "A" to "D", with "A" being high quality with financially strong Customers and/or considerable excess value in the vehicles subject to the Contracts; and "D" being low quality with substantially weaker Customers and much less protection in the value of the vehicles, the Contracts would probably be considered "C" or "D" grade. For that reason, delinquent Contracts will not be unusual and there may be a large number of Substitute Contracts. Investor further acknowledges the importance of utilizing an experienced servicing agent for such Contracts and for that reason specifically agrees that (a) the requirement under this Agreement that Concordia be retained as the servicing agent during the entire term of the Contracts is a material condition to Concordia's willingness to enter this Agreement, and (b) the servicing fees to be paid to Concordia hereunder are fair and reasonable.

9. ARBITRATION

At the election of either party, any controversy, claim or dispute of any kind or nature, arising out of or relating to this Agreement, or breach hereof, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment awarded or rendered by the arbitrator(s), may be entered in any court having jurisdiction hereof. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

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10. TERM AND TERMINATION

10. Term. This Agreement shall continue in effect until the earlier of (a) the mutual agreement of the parties to terminate the Agreement, as evidenced in a writing signed by both parties or (b) the payment in full of all the Contracts.

10.2 Termination Upon Default. Notwithstanding the foregoing, upon the occurrence of any Default by either party, and the defaulting party's failure to cure such Default within thirty (30) days after receipt of written notice from the non-defaulting party describing the Default in detail, then upon the election of the non-defaulting party and upon effective written notice to the defaulting party, this Agreement shall terminate.

11. DEFAULT AND REMEDIES

11.1 Default. Any one or more of the following shall constitute a default of this Agreement ("Default"):

(a) Either party fails to pay any amount to the other party when due;

(b) Either party breaches any term, provision, covenant, warranty or representation under this Agreement, any amendment hereto, or any other agreements or contracts between the parties;

(c) A receiver or trustee is appointed for any or all of the assets of either party;

(d) Either party becomes insolvent, ceases business operations, or is unable to pay debts as they mature, makes a general assignment for the benefit of creditors or voluntarily files under bankruptcy or similar law(s);

(e) Any involuntary petition in bankruptcy is filed against either party and is not dismissed within 60 days;

(f) Any levies of attachment, executions, tax assessment or similar process is issued against either party and is not released within thirty (30) days thereof; and/or

(g) Any document, statement, writing, warranty, representation, report, certificate, financial statement made or delivered by either party to the other is incorrect, false, untrue or misleading in any material respect whatever.

11.2 Remedies After Default. In the event of any Default by Concordia has not been cured within 30 days after notice of such Default is received by Concordia, which notice to

be effective must specifically describe the default, Investor may do any one or more of the following:

(a) Notify the Custodian to release all the originally executed Contracts and title transfer instruments to Investor.

(b) Directly notify any Customers and effect collections of Contracts and collect such Contracts, without payment of any further servicing fee to Concordia.

(c) Request Concordia to assemble the Contracts and all records pertaining to the Contracts and deliver them to Investor.

(d) Subject to subparagraph (e) below, exercise any other rights and/or remedies available to Investor under law or equity.

(e) Assign, transfer or sell the Contracts to a third party, but only after complying with Section 7 hereof, which shall survive any termination of the Agreement and any Default by Concordia.

11.3 Cumulative Rights. All rights, remedies and powers granted to the parties in this Agreement, or in any other agreement given by one party to the other, are cumulative and may be exercised singularly or concurrently with such other rights as the parties may have.

12. MISCELLANEOUS

12.1 Power of Attorney. In order to carry out the servicing requirements of this Agreement, Investor grants to Concordia an irrevocable power of attorney, coupled with an interest, authorizing and permitting Concordia (acting through any of its employees, attorneys or agents) at any time, at Concordia's option, with or without notice to Investor, to do any or all of the following in Investor's name or otherwise, its special attorney in fact, or agent, with power to:

(a) insert Concordia's remittance address on all Contracts purchased by Investor and being collected by Concordia;

(b) receive, open and dispose of all mail addressed to Investor from any Customer;

(c) endorse the name of Investor, or Investor's fictitious trade name, on any checks or other evidences of payment that may come into the possession of Concordia on Contracts purchased by Investor or pursuant to default on any other documents relating to any of the Contracts, and including but not limited to, amendments, notices to customers and any other documents necessary to carry out the purposes of this Agreement;

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(d) in Concordia's name, as servicing agent for Investor, or otherwise, demand, sue for, collect, and give releases for any and all monies due or to become due on Contracts;

(e) compromise, prosecute, or defend any action, claim or proceeding as to said Contracts;

(f) from time to time offer a trade discount to a Customer exclusive of Concordia's normal business practice with said customer; and

(g) to do any and all things Concordia deems necessary and proper to carry out the purpose(s) of this Agreement.

12.2 Hold Harmless. Concordia agrees to indemnify and hold Investor harmless against any and all claims, losses, expenses, costs, obligations, liabilities, and attorneys' fees Investor may incur by reason of (i) Concordia's breach of or failure to perform any of its warranties, guarantees, commitments, or covenants in this Agreement; or (ii) Concordia's collecting or attempting to collect any Contracts.

12.3 Binding on Future Parties. This Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.4 Written Waiver. A party may not waive its rights and remedies unless the waiver is in writing and signed by that party. A waiver of a party of any right or remedy under this Agreement on one occasion is not a waiver of any other right on that occasion, nor the waiver of that or any other right on any subsequent occasion.

12.5 Legal Fees. The prevailing party shall be entitled to receive all attorney's fees, costs and/or expenses ("Legal Fees") incurred by such party in enforcing this Agreement and any documents prepared in connection herewith, and/or protecting, preserving or enforcing any right granted under this Agreement, whether or not suit is brought. In any lawsuit, arbitration or other proceeding, including any and all appeals therefrom, the prevailing party shall be entitled to recover its Legal Fees wherever applicable.

12.6 California Law. This Agreement shall be governed by and construed both as to validity and performance and enforced in accordance with the laws of the State of California, without giving effect to the choice of law principles thereof.

12.7 Invalid Provisions. If any provision(s) of this Agreement shall be declared illegal, contrary to law or policy, or otherwise unenforceable, it is agreed that such provision shall be disregarded and that all other provisions of this Agreement shall remain in full force and effect as though such provision(s) had not been incorporated herein.

12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement executed by the parties.

12.9 Notice. All notices, requests, demands, and other communications (collectively Notices) given or made pursuant to this Agreement shall be given if sent by telex, telecopy, fax, first class mail or by registered or certified mail, return receipt requested, postage and fees prepaid, or equivalent private messenger/delivery service offering signature acknowledgement by recipient (Fedex, UPS, etc.), or by personal delivery, to the address listed below, new addresses provided by the parties, or wherever located:

If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: Stephen P Dennison
[redacted]
[redacted], AZ [redacted]

12.10 Waiver of Jury Trial. KC S.D. *(Initial)* BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 30th day of March 2000, at Ontario, California.

Concordia: Concordia Financing Co., Ltd.
a California corporation

By: Kenneth Crowder
Kenneth Crowder
President

Investor: Stephen P. Dennison

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of March 30, 2000 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Stephen P Dennison, trustee of the Dennison Family Living Trust, ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated March 30, 2000 (the "Sale"). Concordia is selling certain Contracts to Investor and servicing such Contracts for the benefit of both Investor and Concordia. All terms used herein shall have the meanings set forth in the Sale Agreement. A true and exact copy of the Sale Agreement has been delivered to Custodian, and all the terms and provisions of the Sale Agreement are incorporated herein by this reference.

B. The Sale Contract requires the appointment of a custodian to hold the originally executed Contracts and title documents.

C. Concordia and Investor wish to appoint Custodian as the custodian under the Sale Contract, and Custodian is willing to serve in such capacity under the terms of this Agreement.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

1. Appointment of Custodian. The parties hereby appoint Custodian as the custodian described in the Sale Contract, and Custodian hereby accepts such appointment.

2. Delivery of Documents to Custodian. Concurrent with the execution of this Agreement, Concordia shall transfer to Custodian the originally executed Contracts and all evidences of title with respect to the vehicles covered by the Contracts, with separate assignments executed by Concordia which effect the arrangement and transfer of the Contracts and title to the vehicles to Investor. All Substitute Contracts delivered by Concordia to Custodian shall also be originally executed and shall be accompanied by evidences of title and separate assignments as provided herein for the Contracts.

3. Holding Period. Custodian shall hold the Contracts and related documents for the benefit of Concordia and Investor, for the period described in Section 4.3 of the Sale Agreement.

EXHIBIT
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4. Rights, Duties and Responsibilities of Custodian. It is understood and agreed that the duties of the Custodian are purely administrative in nature, and that:

4.1 Custodian's responsibilities shall be limited to those described in Sections 3.7 and 4 of the Sale Agreement.

4.2 Custodian shall not be responsible for the performance by Concordia or Investor of any of their respective obligations under this Agreement or under the sale Agreement.

4.3 Custodian shall be under no duty or responsibility to determine the accuracy or validity of any Contracts or other documents delivered to Custodian. Custodian shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness of, any notice, instruction, certificate, signature, instrument or other document which is given to Custodian pursuant to this Agreement or the Sale Agreement without the necessity of Custodian verifying the truth or accuracy thereof. Custodian shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

4.4 Custodian shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Custodian's willful misconduct or negligence.

5. Amendment, Resignation, Interpleader.

5.1 This Agreement may be altered or amended only with the written consent of all the parties hereto. Custodian may resign for any reason upon thirty (30) days' written notice to both Concordia and Investor. Should Custodian resign as herein provided, after the effective date of such resignation he shall not be required to accept any additional documents but his only duty shall be to hold the documents in its possession for a period of not more than five (5) business days following the effective date of such resignation, at which time (a) if a successor custodian shall have been appointed by Concordia and Investor and written notice thereof (including the name and address of such successor custodian) shall have been given to the resigning Custodian by Concordia and Investor the Issuer and such successor custodian, then the resigning Custodian shall deliver the documents in his possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor custodian and a successor then the resigning Custodian shall promptly deliver all the documents in his possession back to Concordia, and the resigning Custodian shall notify Investor in writing of his transfer of such documents, whereupon, in either case, Custodian shall be relieved of all further obligations and released from all liability under this Agreement. Without limiting the provisions of Section 6 hereof, the resigning Custodian shall be entitled to be reimbursed by Concordia for any expenses incurred in connection with his resignation, and transfer of the custodial documents to a successor custodian pursuant to this Section 5.1.

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5.2 Should the parties not designate a successor custodian within 30 days of the Customer's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Agreement, Custodian may deposit the custodial documents with a court of competent jurisdiction and interplead such dispute and the parties will hold Custodian harmless and indemnify him against all consequences and expenses which may be incurred, including Custodian's reasonable attorneys' fees.

6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Indemnitees may suffer or incur by reason of any action, claim or proceeding brought or threatened against the Indemnitees arising out of or relating in any way to this Agreement or any transaction to which this Agreement relates, unless such action, claim or proceeding is the result of the willful misconduct or negligence of the Indemnitees.

7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia: Concordia Financing Co., Ltd.
a California corporation

Kenneth Crowder
President

Investor: Stephen P. Dennison

Stephen P Dennison
Trustee for the Dennison Family Living Trust

Custodian: ER Fin PTR.
E R Financial and Advisory Service

[redacted]0-1667

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AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 30, 2000 by and between Stephen P Dennison, trustee of the Dennison Family Living Trust dated 3/26/92 and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 30, 2000 Stephen P Dennison, trustee of the Dennison Family Living Trust dated 3/26/92 and Concordia entered into the Sale of Contracts and Servicing Agreement where under, among other things, Concordia was to make certain monthly payments; and

B. WHEREAS Concordia has, as a matter of practice, been paying Stephen P Dennison, trustee of the Dennison Family Living Trust dated 3/26/92 monthly an amount equal to a 1% percent return (12% per annum simple interest) on the total "purchase price" as that term is defined;

C. WHEREAS due to current economic conditions, it is no longer practicable for Concordia to continue making the interest payments without jeopardizing its ability to remain a going concern; and

D. WHEREAS Stephen P Dennison, trustee of the Dennison Family Living Trust dated 3/26/92 desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Paragraphs 6. 2 and 6.3 of the Sale of Contracts and Servicing Agreement are deleted.

EXHIBIT
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ADMITTED

2. In place thereon, Concordia will continue to pay to Stephen P Dennison, trustee of the Dennison Family Living Trust dated 3/26/92 monthly payments in an amount equal to the interest payments Concordia has been making to Stephen P Dennison, trustee of the Dennison Family Living Trust dated 3/26/92. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President & COO

INVESTOR

By: _____
Stephen P Dennison
Trustee of the Dennison Family Living Trust dated 3/26/92

3-18-09

SECOND AMENDMENT TO SALE OF CONTRACTS AND SERVICING AGREEMENT

Effective as of *December 1, 2011,* the Sale of Contracts and Servicing Agreement ("Agreement") executed on *March 30, 2000,* by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Stephen P Dennison* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *March 30, 2000,* Concordia and *Stephen P Dennison* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Stephen P Dennison's* investment balance. *Stephen P Dennison* is familiar with Concordia's financial conditions and has determined any attempt to collect the full amount of the investment balance would be a useless act which would produce nothing and it would be spending good money to no positive end.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. Because of Concordia's financial condition where its total liabilities significantly exceed the fair market value of its total assets, 55% of the investment balance as of February 1, 2009, is hereby cancelled as a bad debt as there is no

EXHIBIT
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ADMITTED

reasonable possibility that any enforced collection efforts will result in the cancelled amount of the Agreement being covered. Accordingly, the investment amount under the Agreement shall be reduced from *$57,207.37* to $9,591.81.

2. Section 1.4 of the Agreement shall be deleted in its entirety and the following language inserted instead: "Custodian" means ER Financial or Concordia at the election of *Stephen P Dennison*. In the event that *Stephen P Dennison* fails to elect the custodian, Concordia will be the Custodian.

3. Section 3.1 of the Agreement shall be deleted in its entirety and the following inserted instead: Concordia is insolvent and even though it may have sufficient financial liquidity over the next year to make payments to investors, it will continue to be or characterized as insolvent. To the best of Concordia's knowledge and belief, the dealers and the customers named in the contracts are solvent.

4. Section 4.2 of the Agreement shall be deleted in its entirety.

5. Section 7, including subsections 7.1, 7.2 and 7.3 of the Agreement shall be deleted in its entirety.

6. Section 11.1 (d) of the Agreement shall be deleted in its entirety.

7. Section 11.1 (e) of the Agreement shall be deleted in its entirety.

8. Section 11.2(d) of the Agreement shall be deleted in its entirety.

9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

10. Except as amended by this Second Amendment and the previous

Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Stephen P Dennison hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____
Christopher Crowder
President

INVESTOR

By: S. Dennison 4-10-12
Stephen P Dennison

To our Portfolio Investors:

In the next few weeks you will be receiving a letter from Concordia Financing that addresses their potential growth and the planned restructuring needed to achieve this growth. Concordia is doing great and this is all part of growing it bigger and better and with that there are changes. The company is expected to grow two to three times in a short period of time thru bank financing and new investor monies. When companies grow there are opportunities for expansion and that is where Concordia is today.

As part of this growth, the company will set a date, (to be determined), where all new monies invested will be maintained by a new company and the new monies will be collateralized differently. The new monies coming from individual investors will be placed into what is called a mezzanine level of funding. Concordia will offer 12% on this new money and they want to raise 10 million at this level. The other funding will come from the banks and or other financial institutions. The collateral for this new money will be collaterized by a secured second position on the truck contracts with a guarantee by Concordia.

With respect to the current investment portfolios, they will continue as is, and we will continue to maintain the collateral for you, and send you your checks every month as we have in the past. As in the past, we also will monitor the financial position of Concordia. Currently the financial position is excellent.

Again, for the current portfolio income investors everything stays the same.

We have money invested like you do so when this restructuring takes place we made sure that your money and collateral will still be handled by us.

When you have additional funds to invest in contract, please let us know so we can place in with Concordia as to earn 12%. If you have any friends that would like 12% income flow, we are available to discuss Concordia with them.

Most importantly, your current investments with Concordia will be maintained by us and this will not change thru this restructuring of Concordia,

Should you have any questions please call us at [redacted]

David Wanzek, CPA

Michael Bersch, CPA

EXHIBIT
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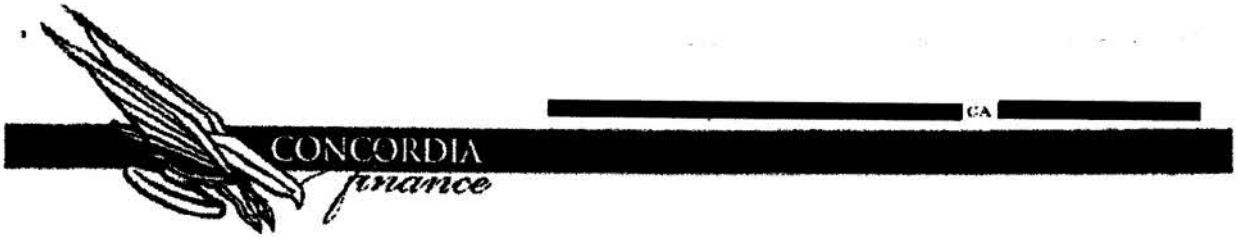

Concordia Funding, LLC
Secured Mezzanine Notes
Summary of Terms

Issuer:	Concordia Funding, LLC (the "SPC")
Securities Offered:	$ 5,000,000 to $10,000,000 principal amount of five-year Secured Mezzanine Notes (the "Mezzanine Notes") to accredited investors.
Use of Funds:	The SPC will invest the proceeds of the Mezzanine Notes' to purchase truck sales contracts. In addition to the proceeds from the Mezzanine Notes, the SPC will also receive up to $40,000,000 of proceeds from a Senior Secured Lender to purchase additional truck sales contracts. The purchase of the truck sales contracts will be originated by Concordia Finance and Concordia Finance will also be the servicer of all the truck sales contracts purchased by the SPC.
Subscription Minimum:	The minimum individual investment amount is $250,000 and a subscription agreement (firm written commitment to invest) should be completed by September 30, 2006. The minimum total investment amount required is $5,000,000.
Investment Timing:	The actual purchase of the Mezzanine Notes and closing of the entire SPC financing is scheduled for October 18, 2006, at which time investors must make payment (either check or wire) to the SPC.
Investment Strategy:	To provide secure monthly returns for five years equal to an annual fixed interest rate of 12% (annualize yield of 12.68%).
Concordia Guaranty:	Concordia Finance will provide a guaranty on the payments of monthly interest and principal of the Senior Secured Lender and the Mezzanine Notes.
SPC Cash Reserve:	The SPC will also fund a separate cash reserve to provide for payments of monthly interest and principal of the Senior Secured Lender and the Mezzanine Notes.

CONCORDIA *finance*

Security Interest	The Mezzanine Notes will be secured, on a second priority basis, in a diversified pool of truck sales contract. The security interest of the Mezzanine Notes will be subordinate to the Senior Secured Lender.
Service Agreement	Concordia Finance will enter into an origination and servicing agreement with SPC to originate and service the truck sales contracts.
Redemption:	On or after three years, the SPC may, redeem the Mezzanine Notes at 100% of face value (par amount) plus accrued and unpaid interest.
Reporting:	Each Investor will receive an unaudited quarterly financial statement and audited annual financial statements of SPC and Concordia Finance.
Custodian:	The Custodian, pursuant to the Custodial Agreement executed by SPC and Custodian will maintain and hold all documents relating to the Sales Contract for purposes of administration.
Investor:	Qualified Investor must be an Accredited Investor as defined by Rule 501(a) of Regulation D under the Securities Act of 1933 ("1933 Act")

This Summary is for discussion purposes only and sets forth certain terms of the Mezzanine Note investment. A prospective qualified investor should read and review the Information Memorandum in its entirety, and ask any questions of management or its advisors prior to making an investment decision.

August 10, 2006

Dear Concordia Investors

Concordia Finance has grown substantially over the years and this has been as a result of the confidence of investors, like yourself. The company is servicing in excess of 30,000,000 dollars and profits are growing. There is still room to expand. Our growth has provided us with a unique opportunity to take it to the next level and with your confidence and continued support this can be achieved this.

The opportunity is to grow into other states and we have already made contacts with dealers in the states that we have chosen to do business and a lot of the groundwork has been completed. In order to properly grow additional funding is required and we hope to double or triple the amount we service.

As part of this potential growth opportunity, we have engaged Pacific Financial Advisors (PFA) to seek bank financing and secondary financing (Mezzanine) from major banks, financial institutions and portfolio investors. In doing so, Concordia will establish a new company called Concordia Funding LLC ("Concordia Funding") which will finance new contracts. Concordia Funding will hold all the collateral on all new financing.

Current Portfolio Investors: Existing investors will maintain the current arrangements with Concordia and ER financial (David and Mike) will continue to hold collateral for you and monitor the monthly reports for you. Basically, it stays the same. You have until September 30 to invest any addition funds in this category. This investment pays 10% with specific collateral.

Future Portfolio Money: As of September 30, 2006 all new investment money will be put into the mezzanine level and will be serviced by Concordia Funding, the new company. The collateral will be pooled contracts and will be held by Concordia Funding. The interest payments to the new investment money will be at 12 percent.

Outline of Future Money:

- New Senior Secured Financing. PFA has received strong indications of interest from three different institutions for a credit line up to $40 million (Senior Secured financing). However, in order to complete the Concordia Funding financing transaction, PFA and ER Financial still need to raise up to $10 million in the form of secured Mezzanine notes.
- New Secured Mezzanine Note. A Mezzanine Note is similar to the current Concordia portfolios which investors presently own. However, the main difference is that the Mezzanine Note will have a second security position to the banks in terms of a lien on the collateral. The current Concordia portfolios have a first security position in terms of a lien in each truck contract. The new Mezzanine Notes are secured by a larger and diverse

portfolio of truck contracts. The new Mezzanine Notes will continue to be guaranteed by Concordia.

- Current investors will have the opportunity but are not required to invest in or convert into the Mezzanine Notes. This is simply a voluntary investment opportunity.
- The Mezzanine Notes will provide for secured monthly interest payments at an annual rate of 12% (12.58% annual yield) and will have a term of 5 years.
- The Mezzanine Notes are secured by a diversified portfolio of truck contracts. Thus there are a large number of trucks backing the Mezzanine Note investment.
- The Mezzanine Notes possess a second security interest in the Concordia Funding's truck contract portfolio below the bank financing.
- Concordia will provide a full recourse loss guaranty on the bank's Senior Secured Financing and the Mezzanine Notes. Concordia will establish a cash reserve in addition to the established Concordia Funding's cash reserve for the benefit of the Concordia Funding's investors and lenders.

In order to be involved with the new company, I will continue to be the chairman of the Board of Concordia, and Chris Crowder, who has been the VP will take over as president of Concordia. This will allow more of my time to be spent in the development of this new growth opportunity.

Attached for your review is a cover letter from PFA and a summary of the Mezzanine Note investment opportunity and terms.

Sincerely,

Ken Crowder
CEO
Concordia Finance