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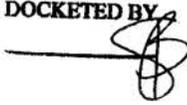
Transcript Exhibit(s)

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

Arizona Corporation Commission

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JAN 13 2017

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Exhibit #: S40a-S40c; S41a-S41d; S42a-S42d; S43a-S43d; S44a-S44d; S45a-S45d;
S46a-S46d; S47a-S47c; S48a-S48d; s49a-S49d; S-50a-S50d; S51a-S51d; s52a; S52b;
S53a; S53b; S54a-S54d; S55a-S55e; S56a-S56d; S57a-S57e; s58a-S58f; S59a; S60a-
S60d; S61a-S61d; S62a-S62d; S63a-S63d; S64a; S64b; S65a-S65d; S66a; S66b;
S67a-S67d; S68a-S68d; S69a-S69d



ACCRUE INTEREST

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 6/15/08 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and [REDACTED], a(n) PENSION PLAN ("Investor") here in after collectively referred to as "the parties."

BRIC RETIREMENT TRUST RECITALS [REDACTED] 3505 ARCHANA ALIYAR TTEE

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, 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.



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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 \$ 200,000 - (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. 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

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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;

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(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

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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: BRIC RETIREMENT TRUST
[Redacted] A2 [Redacted]

12.10 Waiver of Jury Trial. [Signature] (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: [Signature]
Christopher Crowder
Vice President

Investor: [Signature] T Lee

Exhibit A:

List of Contracts

Name of Customer Dealer Principal Amount As of _____ 2005

Total: \$ _____

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CUSTODIAL AGREEMENT

6/15/08 THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 6/15/08 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), sole and separate property, a(n) pension ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

BRIC RETIREMENT TRUST
RECITALS

3505
ARCHANA ALIYAR TREE

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 6/15/08 (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.

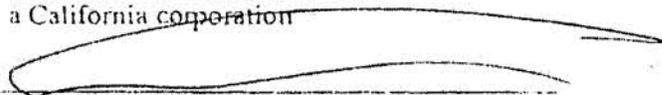
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnities") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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:

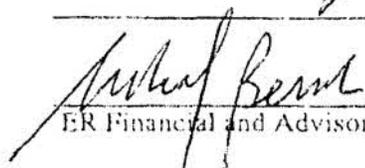
Concordia Financing Co., Ltd.
a California corporation


Christopher Crowder
Vice President

Investor:



Custodian:


ER Financial and Advisory Services

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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 June 15, 2008 by and between Bric Retirement Trust 26-0533505 Archana Aliyar TTEE and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about June 15, 2008 Bric Retirement Trust 26-0533505 Archana Aliyar TTEE 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, commenced payment to Bric Retirement Trust 26-0533505 Archana Aliyar TTEE a monthly amount equal to 0.833% percent return (10% per annum simple interest) on the total "purchase price" (\$200,000.00 principal and \$10,930.08 interest) as that term is defined;

C. WHEREAS Concordia will make a one-time principal payment to Bric Retirement Trust 26-0533505 Archana Aliyar TTEE in the amount of \$31,639.50;

D. 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

E. WHEREAS Bric Retirement Trust 26-0533505 Archana Aliyar TTEE desires to continue to receive regular monthly payments;

NOW, THEREFORE, the parties hereto agree as follows:



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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 Bric Retirement Trust 26-0533505 Archana Aliyar TTEE monthly payments in an amount equal to the interest payments Concordia has been making to Bric Retirement Trust 26-0533505 Archana Aliyar TTEE. 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: Archana Aliyar
Archana Aliyar TTEE

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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 April 1, 2000 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and John P Putnam and Maricele Putnam, a married couple ("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.

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 \$69,927.89 as of the date hereof, and an additional \$72.11 held for investment for a purchase price of \$70,000.00 (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.

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. 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: John P or Maricele Putnam
[REDACTED]
[REDACTED] AZ [REDACTED]

12.10 Waiver of Jury Trial. *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 1st day of April 2000, at Ontario, California.

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

By: *Kenneth Crowder*
Kenneth Crowder
President

Investor:

John P. Putnam

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of April 1, 2000 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), John and Maricele Putnam, a married couple ("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 April 1, 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.



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.

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.

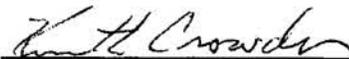
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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.

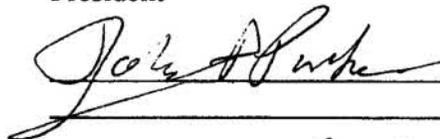
Concordia:

Concordia Financing Co., Ltd.
a California corporation



Kenneth Crowder
President

Investor:



Custodian:

E.R. financial and advisory Service
E R Financial and Advisory Service

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on April 1, 2000 by and between John & Maricele Putnam and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about April 1, 2000 John & Maricele Putnam 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 John & Maricele Putnam 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 John & Maricele Putnam 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 John & Maricele Putnam monthly payments in an amount equal to the interest payments Concordia has

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been making to John & Maricele Putnam. 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.

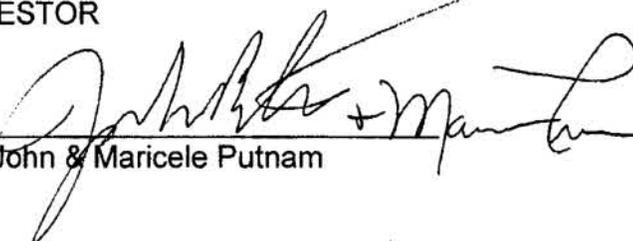
4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President & COO

INVESTOR

By: 

John & Maricele Putnam

**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 1, 2000*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *John & Maricele Putnam* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *April 1, 2000*, Concordia and *John & Maricele Putnam* 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 *John & Maricele Putnam's* investment balance. *John & Maricele Putnam* 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 \$33,039.73 to \$5,539.73.

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 *John & Maricele Putnam*. In the event that *John & Maricele Putnam* 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.

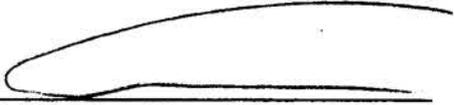
10. Except as amended by this Second Amendment and the previous

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.

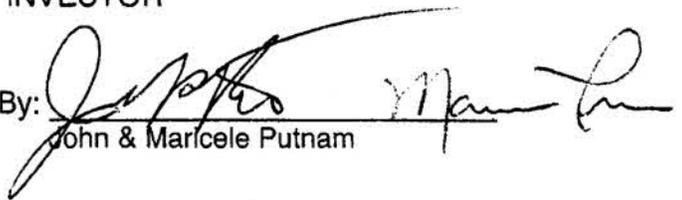
11. By execution of this Second Amendment, John & Maricele Putnam hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
John & Maricele Putnam

CONCORDIA FINANCING CO., LTD.

10/90

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 4/9, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) IND ("Investor") hereinafter collectively referred to as "the parties."

John P + Marjorie M. PUTNAM
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 \$ 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.

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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

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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;

Exhibit A:

List of Contracts

Name of Customer

Dealer Principal Amount As of _____ 2004

Total: \$ _____

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(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: John Maricela Putnam
[Redacted]
AZ

12.10 Waiver of Jury Trial. JP ^{CLC} (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 9th day of April 2009, at Ontario, California.

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

By: [Signature]
Christopher Crowder
Vice President

Investor: [Signature]

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 4/9, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) IND ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

John + Maicele Putnam
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 4/9, 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.

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~~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. 190 for the YR.

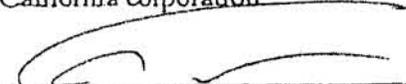
7. Indemnification and Contribution.

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.

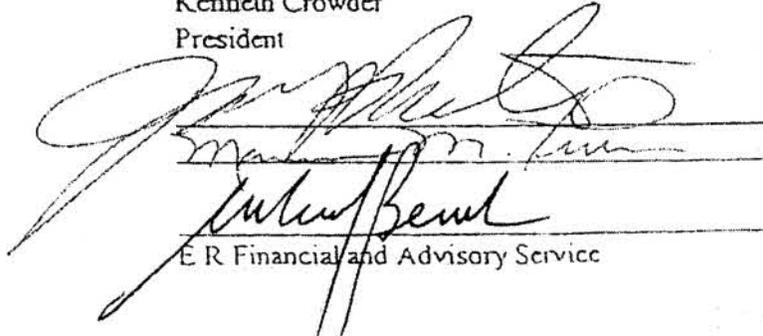
Concordia: Concordia Financing Co., Ltd.
a California corporation



Kenneth Crowder
President

Investor:

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 April 9, 2004 by and between John P. & Maricele M. Putnam and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about April 9, 2004 John P. & Maricele M. Putnam 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 John P. & Maricele M. Putnam 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 John P. & Maricele M. Putnam 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 John P. & Maricele M. Putnam monthly payments in an amount equal to the interest payments Concordia has

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been making to John P. & Maricele M. Putnam. 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.

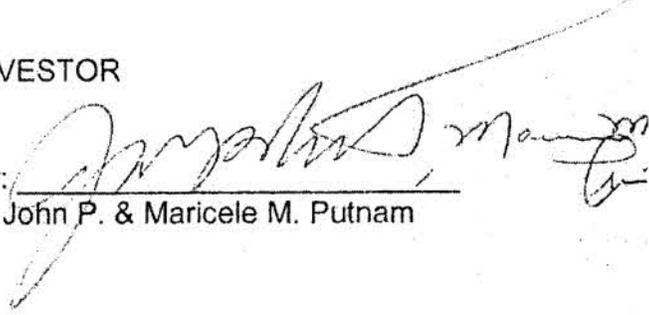
3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

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: 
John P. & Maricele M. Putnam

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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 9, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *John P. & Maricele M. Putnam* is hereby amended in the following respects:

RECITALS

- A. WHEREAS on or about *April 9, 2004*, Concordia and *John P. & Maricele M. Putnam* 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 *John P. & Maricele M. Putnam* 's investment balance. *John P. & Maricele M. Putnam* 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



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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 \$35,866.33 to \$8,366.33.

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 *John P. & Maricele M. Putnam*. In the event that *John P. & Maricele M. Putnam* 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.

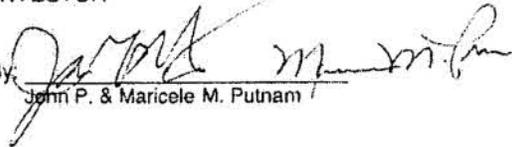
11. By execution of this Second Amendment, John P. & Maricele M. Putnam hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
John P. & Maricele M. Putnam

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CONCORDIA FINANCING CO., LTD.

\$ 75 / \$ 25 (LATER)

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 4/20, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) Individual ("Investor") hereinafter collectively referred to as "the parties."

SUSAN J. COLLINS

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

*7500 NOW 2500 ADD IN
ONE MONTH*

Concordia hereby sells, assigns and transfers to Investor those Contracts described in Exhibit A, for a purchase price of \$ 100,000 (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.

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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:

SUSAN J. COLLINS

[REDACTED] AZ [REDACTED]

12.10 Waiver of Jury Trial. SAC CC (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 20th day of April 2004, at Ontario, California.

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

By: [Signature]
Christopher Crowder
Vice President

Investor:

[Signature]
Susan J. Collins

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Exhibit A:

List of Contracts

Name of Customer

Dealer Principal Amount As of _____ 2004

Total: \$ _____

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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.

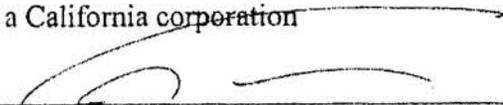
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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.

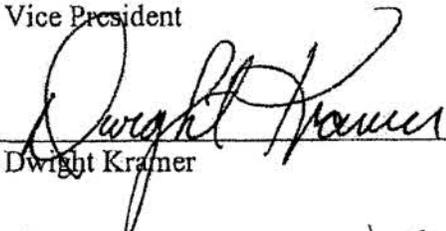
Concordia:

Concordia Financing Co., Ltd.
a California corporation



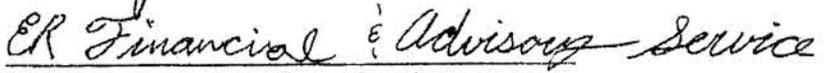
Christopher Crowder
Vice President

Investor:



Dwight Kramer

Custodian:



ER Financial and Advisory Service

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 4/20, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) IND ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

SUSAN Collins

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 4/20, 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

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~~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:

Susan J. Collins

Custodian

J. Ruffend
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 April 20, 2004 by and between Susan J. Collins and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about April 20, 2004 Susan J. Collins 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 Susan J. Collins 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 Susan J. Collins 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 Susan J. Collins monthly payments in an amount equal to the interest payments Concordia has been

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making to Susan J. Collins. 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: 
Susan J. Collins

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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 20, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Susan J. Collins* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *April 20, 2004*, Concordia and *Susan J. Collins* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

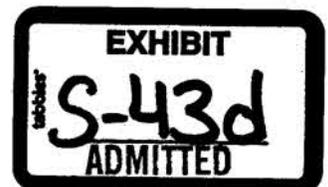
B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Susan J. Collins* 's investment balance. *Susan J. Collins* 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 \$53,799.66 to \$12,549.66.

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 *Susan J. Collins*. In the event that *Susan J. Collins* 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.

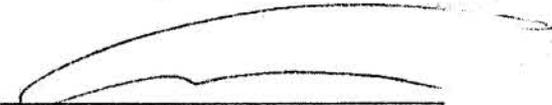
10. Except as amended by this Second Amendment and the previous

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, Susan J. Collins 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: 

Susan J. Collins

12-19-11

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 5/15/, 2001 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and RONALD GARDES, a(n) IND ("Investor") hereinafter collectively referred to as "the parties." Collins

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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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

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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.

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(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:

RONALD + GARDES COLLINS

[Redacted] AZ [Redacted]

12.10 Waiver of Jury Trial. *BBC H.C.C.* (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 15 day of May 2001, at Ontario, California.

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

By: *Kenneth Crowder*
Kenneth Crowder
President

Investor:

✓ Ronald B. Collins
✓ Gardes O. Collins

CUSTODIAL AGREEMENT

5/15/01 THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 5/15/01, 2001 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) Ind. ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

RONALD + GARDES Collins
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 5/15, 2001 (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, 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.

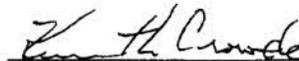
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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

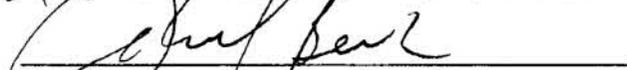


Kenneth Crowder
President

Investor:

X 
X 

Custodian:


E-R Financial and Advisory Service

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on May 5, 2001 by and between Ronald and Gardes Collins and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about May 5, 2001 Ronald and Gardes Collins 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 Ronald and Gardes Collins 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 Ronald and Gardes Collins 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 Ronald and Gardes Collins monthly payments in an amount equal to the interest payments Concordia has

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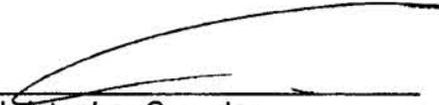


been making to Ronald and Gardes Collins. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

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: _____
Ronald Collins

By: 
Gardes Collins

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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 15, 2001*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Gardes Collins* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *May 15, 2001*, Concordia and *Gardes Collins* 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 *Gardes Collins's* investment balance. *Gardes Collins* 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 \$66,079.46 to \$11,079.46.

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 *Gardes Collins*. In the event that *Gardes Collins* 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.

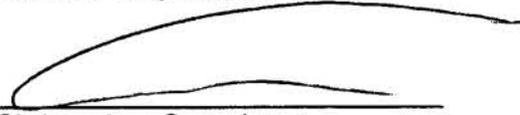
10. Except as amended by this Second Amendment and the previous

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, Gardes Collins hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

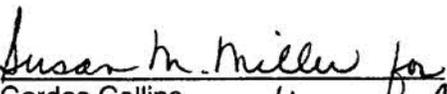
12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

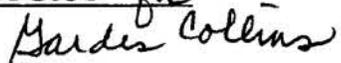
By: 

Christopher Crowder
President

INVESTOR

By: 

Gardes Collins



CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

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This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of JAN 14, 2003 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and WILLIAM & BARBARA^{a(n)} TRUST ("Investor") hereinafter collectively referred to as "the parties."

ANDERSON CHARITABLE 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 Chino Commercial Bank, 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 \$ 87,000⁰⁰ (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 .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. 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: William & Barbara ANDERSON
[Redacted] AZ [Redacted]

12.10 Waiver of Jury Trial: [Signature] (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 14 day of January 2003 at Ontario, California.

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

By: [Signature]
~~Christopher Kenneth~~ Crowder
Vice President

Investor:

William Anderson
Barbara Anderson

Exhibit A:

List of Contracts

Name of Customer Dealer Principal Amount As of _____, 2002

Total: \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of January 14, 2003 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), William & Barbara Anderson ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Charitable Trust Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated Jan 14, 2003 (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.

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.

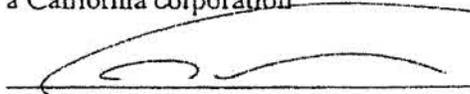
7. Indemnification and Contribution.

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.

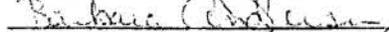
Concordia: Concordia Financing Co., Ltd.
a California corporation



Christopher Kenneth Crowder
Vice President

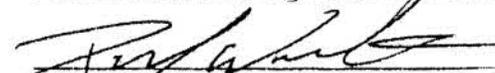
Investor:





Barbara Davidson

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 January 14, 2003 by and between William & Barbara Anderson and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about January 14, 2003 William & Barbara Anderson 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 & Barbara Anderson 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 & Barbara Anderson 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 & Barbara Anderson monthly payments in an amount equal to the interest payments Concordia

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has been making to William & Barbara Anderson. 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 & Barbara Anderson

02-17-11

**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 *January 14, 2003*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *William & Barbara Anderson* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *January 14, 2003*, Concordia and *William & Barbara Anderson* 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 & Barbara Anderson's* investment balance. *William & Barbara Anderson* 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 \$76,754.07 to \$17,904.07.

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 & Barbara Anderson*. In the event that *William & Barbara Anderson* 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.

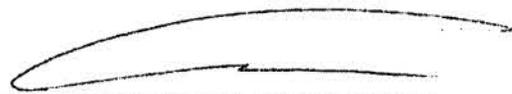
9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

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 & Barbara Anderson hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

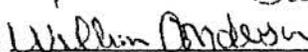
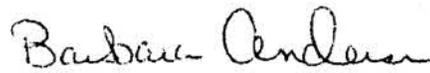
12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President

INVESTOR

By:  

William & Barbara Anderson

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 June 22, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and William F. Anderson, a(n) Investor ("Investor") hereinafter collectively referred to as "the parties." ANDERSON

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

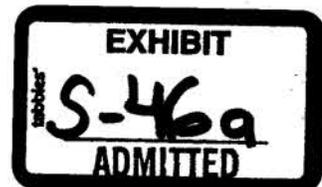
1.1 "Contracts" means those certain truck (tractor and/or trailer) conditional sales contracts listed in Exhibit A attached hereto, including all Substitute Contracts.

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 Chino Commercial Bank, 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 \$ 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 .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. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

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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:

If to Investor: William & BARBARA ANDERSON
[Redacted] Az [Redacted]

12.10 Waiver of Jury Trial. WBA de (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 22 day of June, 2004 at Ontario, California.

Concordia: Concordia Financing Co., Ltd
a California corporation

By: [Signature]

Investor:

William Anderson
Barbara Anderson

Exhibit A

List of Contracts

Name of Customer Dealer Principal Amount As of _____

Total: \$ 50,000 _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of June 22, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) Investor ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

WILLIAM E. BARBARA ANDERSON RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated _____, 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.

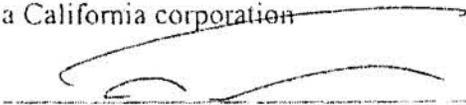
6. Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly.

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


Investor: William Anderson
Barbara Anderson

Custodian: ER Financial and Advisory Service
E R Financial and Advisory Service

[REDACTED]

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on June 22, 2004 by and between William and Barbara Anderson and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about June 22, 2004 William and Barbara Anderson 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 and Barbara Anderson monthly an amount equal to a 0.833% 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 and Barbara Anderson 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 and Barbara Anderson monthly payments in an amount equal to the interest payments Concordia



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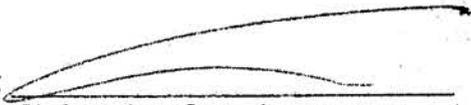
MAR 5 2009

has been making to William and Barbara Anderson. 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.

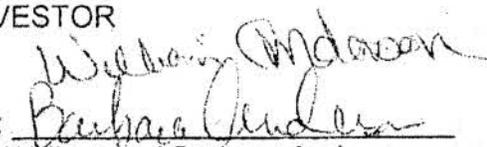
4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President & COO

INVESTOR

By: 

William and Barbara Anderson

0926

**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 *June 22, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *William and Barbara Anderson* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *June 22, 2004*, Concordia and *William and Barbara Anderson* 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 and Barbara Anderson* 's investment balance. *William and Barbara Anderson* 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

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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 \$35,866.33 to \$8,366.33.

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 and Barbara Anderson*. In the event that *William and Barbara Anderson* 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 and Barbara Anderson hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

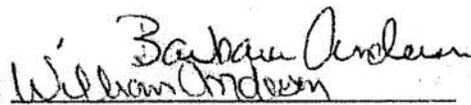
12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President

INVESTOR

By: 

William and Barbara Anderson

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INTEREST

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 6/7, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) ~~Individual~~ TRUST ("Investor") hereinafter collectively referred to as "the parties."

NANCY ANDERSON FAMILY TRUST 9/8/1999
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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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

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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;

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(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: NANCY ANDERSON FAMILY TRUST
[REDACTED] AZ [REDACTED]

12.10 Waiver of Jury Trial. N.A. 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 7th day of June, at Ontario, California.

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

By: Kenneth Crowder
Kenneth Crowder
President

Investor:

Nancy Anderson
Trustee

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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 6/7/02, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) TRUST ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

LYNN ANDERSON FAMILY TRUST 9/8/1999
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 6/7, 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:



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.

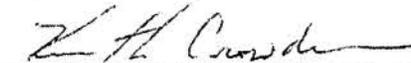
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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

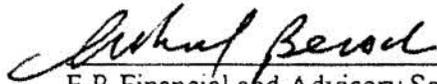


Kenneth Crowder
President

Investor:

X Nancy Anderson Trustee

Custodian:



E R Financial and Advisory Service

**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 *June 07, 2002*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Nancy Lynn Anderson* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *June 07, 2002*, Concordia and *Nancy Lynn Anderson* 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 *Nancy Lynn Anderson's* investment balance. *Nancy Lynn Anderson* 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 \$41,127.02 to \$7,908.11.

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 *Nancy Lynn Anderson*. In the event that *Nancy Lynn Anderson* 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.

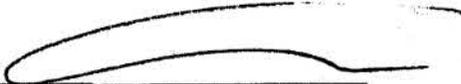
10. Except as amended by this Second Amendment and the previous

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.

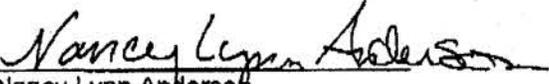
11. By execution of this Second Amendment, Nancy Lynn Anderson hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
Nancy Lynn Anderson

5.18.12

ACCUE
INTEREST

CONCORDIA FINANCING CO., LTD

Sales of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of March 14, 2003 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and the Mendenhall Family Trust Dated March 21, 2000, Terry L Mendenhall and Terri J Mendehall, Trustees ("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 acknowledge, 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, for a purchase price of \$50,000.00 (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 the 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 payments 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 fee, (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, and 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 or 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

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 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 evidence 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 provisions(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: Mendenhall Family Trust
Terry & Terri Mendenhall

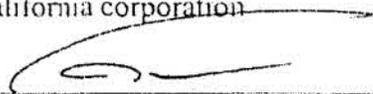
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12.10. Waiver of Jury Trial. CC CM (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY. AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING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

Executed this 14 day of March, at Ontario, California.

Concordia: Concordia Financing Co, Ltd.
A California corporation

By: 
Christopher Kenneth Crowder
Vice President

Investor: Mendenhall Family Trust


Trustee

CONCORDIA FINANCING CO., LTD. CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of March 14, 2003 by and between Concordia Financing Co., a California corporation ("Concordia"), and the Mendenhall Family Trust Dated March 21, 2000, Terry L Mendenhall and Terri J Mendenhall, Trustees ("Investor"), and E R Financial and Advisory Service, and 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 14, 2003 (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.

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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. Right, 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 for 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 his 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 custodial 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 this 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.

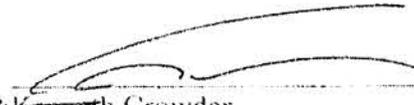
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7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

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

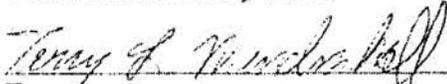
Concordia:

Concordia Financing Co., Ltd.
a California corporation

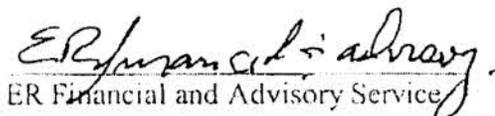

~~Christopher~~ Kenneth Crowder
Vice President

Investor:

Mendenhall Family Trust


Trustee

Custodian:


ER Financial and Advisory Service

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 14, 2003 by and between Terry L. Mendenhall and Terri J. Mendenhall and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 14, 2003 Terry L. Mendenhall and Terri J. Mendenhall 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 Terry L. Mendenhall and Terri J. Mendenhall 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 Terry L. Mendenhall and Terri J. Mendenhall desires to continue to receive regular monthly payments;

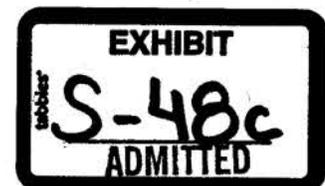
NOW, THEREFORE, the parties hereto agree as follows:

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 Terry L. Mendenhall

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and Terri J. Mendenhall monthly payments in an amount equal to the interest payments Concordia has been making to Terry L. Mendenhall and Terri J. Mendenhall. 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.

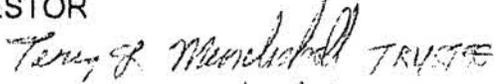
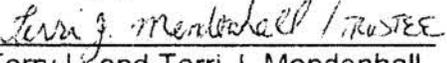
4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President & COO

INVESTOR

 TRUSTEE
By:  TRUSTEE
Terry L. and Terri J. Mendenhall
Mendenhall Family Trust

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[REDACTED]

**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 14, 2003*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Terry & Terri Mendenhall* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *March 14, 2003*, Concordia and *Terry & Terri Mendenhall* 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 *Terry & Terri Mendenhall's* investment balance. *Terry & Terri Mendenhall* 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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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 \$60,372.62 to \$10,122.712.

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 *Terry & Terri Mendenhall*. In the event that *Terry & Terri Mendenhall* 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.

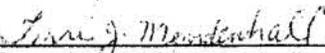
11. By execution of this Second Amendment, Terry & Terri Mendenhall hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
Terry & Terri Mendenhall

CONCORDIA FINANCING CO., LTD

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INTEREST

Sales of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of July 15, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and the Mendenhall Family Trust Dated March 21, 2000, Terry L Mendenhall and Terri J Mendenhall, Trustees ("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 acknowledge, 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, for a purchase price of \$50,000.00 (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 the 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.

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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 payments 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 fee, (b) all NSF charges, and (c) all interest and other fees or charges in excess of that amount required to pay Investor a .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, and 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

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 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 evidence 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 provisions(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: Mendenhall Family Trust
Terry L & Terri J Mendenhall

[REDACTED] AZ [REDACTED]

12.10 Waiver of Jury Trial. Tms CAC (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND

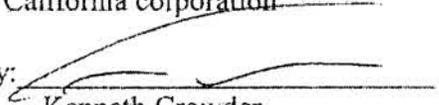
CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 15th day of July, at Ontario, California.

Concordia:

Concordia Financing Co, Ltd.
A California corporation

By:


Kenneth Crowder
President

Investor:

Mendenhall Family Trust

 TRUSTEE
Trustee

CONCORDIA FINANCING CO., LTD. CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of July 15, 2004 by and between Concordia Financing Co., a California corporation ("Concordia"), and the Mendenhall Family Trust Dated March 21, 2000, Terry L Mendenhall and Terri J Mendenhall, Trustees ("Investor"), and E R Financial and Advisory Service, and 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 15, 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.

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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. Right, 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 for 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 custodial 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 this 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.

7.2 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 e effective as of the day and year first above written.

Concordia:

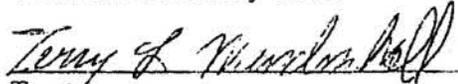
Concordia Financing Co., Ltd.
a California corporation



Kenneth Crowder
President

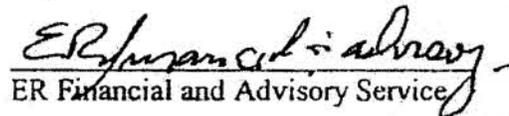
Investor:

Mendenhall Family Trust



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 July 15, 2004 by and between Terry L. & Terri J. Mendenhall, Trustees and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about July 15, 2004 Terry L. & Terri J. Mendenhall, Trustees 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 Terry L. & Terri J. Mendenhall, Trustees 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 Terry L. & Terri J. Mendenhall, Trustees desires to continue to receive regular monthly payments;

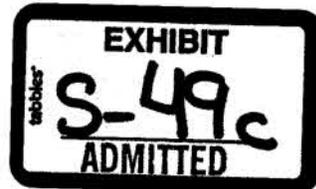
NOW, THEREFORE, the parties hereto agree as follows:

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 Terry L. & Terri J.

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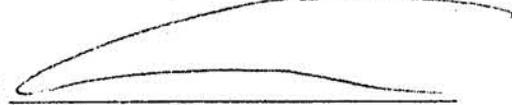


10. Except as amended by this Second Amendment and the previous Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Terry L. & Terri J. Mendenhall hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

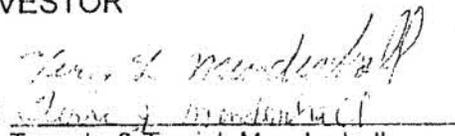
12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President

INVESTOR

By: 

Terry L. & Terri J. Mendenhall

**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 15, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Terry L. & Terri J. Mendenhall* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *July 15, 2004*, Concordia and *Terry L. & Terri J. Mendenhall* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

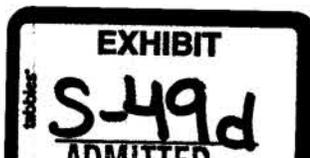
B. WHEREAS effective February 1, 2009, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Terry L. & Terri J. Mendenhall* 's investment balance. *Terry L. & Terri J. Mendenhall* 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 \$51,967.85 to \$12,122.35.

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 *Terry L. & Terri J. Mendenhall*. In the event that *Terry L. & Terri J. Mendenhall* 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.

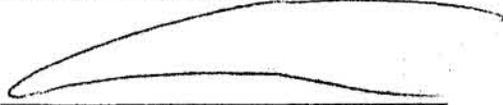
9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

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.

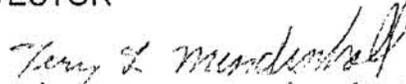
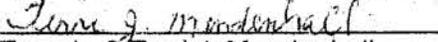
11. By execution of this Second Amendment, Terry L. & Terri J. Mendenhall hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
Terry L. & Terri J. Mendenhall

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 9-21, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) Investors ("Investor") hereinafter collectively referred to as "the parties."

Gene and Linda Bronsart

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 \$250,000.00 (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

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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: Gene & Linda Bensch
[Redacted]
[Redacted] AZ [Redacted]

12.10 Waiver of Jury Trial. ^{CC} [Signature] (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 1st day of SEPTEMBER 2004, at Ontario, California.

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

By: [Signature]
Christopher Crowder
Vice President

Investor: [Signature]
[Signature]

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 SEPT 1, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) Investors ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

→ Gene and Linda Bronsart

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated SEPT 1, 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 dzys 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.

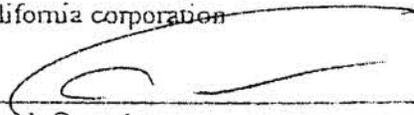
0833 ~~6~~ Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly *1% for the YR.*

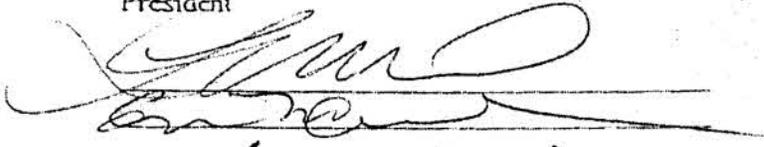
7. Indemnification and Contribution.

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: 

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 September 1, 2004 by and between Gene & Linda Bronsart and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about September 1, 2004 Gene & Linda Bronsart 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 Gene & Linda Bronsart 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 Gene & Linda Bronsart 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 Gene & Linda Bronsart monthly payments in an amount equal to the interest payments Concordia has been



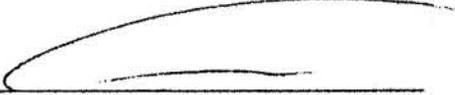
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making to Gene & Linda Bronsart. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

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: 
Gene & Linda Bronsart

**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 *September 1, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Gene & Linda Bronsart* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *September 1, 2004*, Concordia and *Gene & Linda Bronsart* 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 *Gene & Linda Bronsart* 's investment balance. *Gene & Linda Bronsart* 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 \$101,678.83 to \$23,718.28.

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 *Gene & Linda Bronsart* . In the event that *Gene & Linda Bronsart* 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.

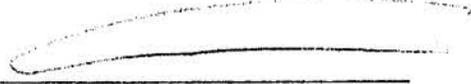
10. Except as amended by this Second Amendment and the previous

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.

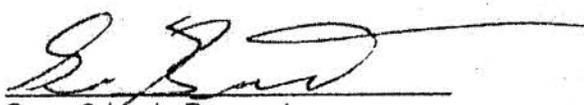
11. By execution of this Second Amendment, Gene & Linda Bronsart hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
Gene & Linda Bronsart



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 February 24, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Bert D. Beaman, 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 Concordia Financing Co., Ltd., 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 \$120,000.00 (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 (c) 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;

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(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: Mr. Bert D. Beaman

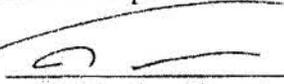
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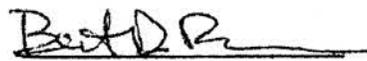
12.10 Waiver of Jury Trial. BDB CWC (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED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

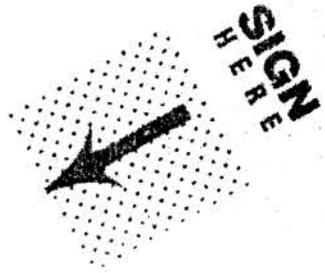
Executed this 24th day of February 2004, at Ontario, California.

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

By: 
Christopher Crowder
Vice President
In behalf of
Kenneth Crowder
President

Investor:


Bert D. Beaman



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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 February 24, 2004, by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and, Bert D. Beaman a(n) individuals ("Investor"), Concordia Finance, a California corporation will also serve as the ("Custodian"), collectively referred to herein as "the parties".

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated February 24, 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:



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 0.00 % 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 :

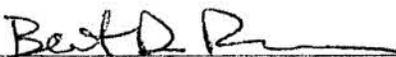
Concordia Financing Co., Ltd.
a California corporation



Christopher Crowder
Vice President
On behalf of:
Kenneth Crowder
President

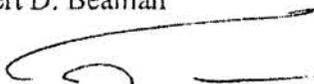


Investor:



Bert D. Beaman

Custodian:



Concordia Financing Co., Ltd.
a California corporation

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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 February 24, 2004 by and between Bert D. Beaman and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

- A. WHEREAS on or about February 24, 2004 Bert D. Beaman 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 Bert D. Beaman 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 Bert D. Beaman 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 Bert D. Beaman monthly payments in an amount equal to the interest payments Concordia has been

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making to Bert D. Beaman. 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.

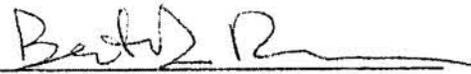
3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

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: 
Bert D. Beaman

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[REDACTED] 0700

**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 *February 24, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Bert D. Beaman* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *February 24, 2004*, Concordia and *Bert D. Beaman* 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 *Bert D. Beaman's* investment balance. *Bert D. Beaman* 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 \$86,079.46 to \$20,079.46.

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 *Bert D. Beaman*. In the event that *Bert D. Beaman* 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.

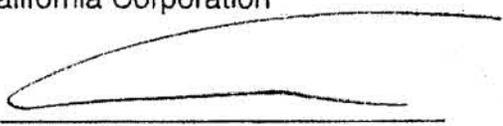
10. Except as amended by this Second Amendment and the previous

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, Bert D. Beaman hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

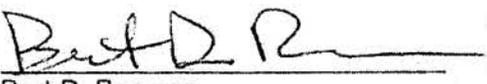
12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President

INVESTOR

By: 

Bert D. Beaman

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 2/9, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) TRUST ("Investor") hereinafter collectively referred to as "the parties."
DONALD J MILLS + RUTH B MILLS TRUST DTD 8/1/1980

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 Chino Commercial Bank, 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 \$ 100,000 (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 .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. 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: DONALD J. MILLS + RUTH B. MILLS
[REDACTED] AZ [REDACTED]

12.10 Waiver of Jury Trial. DM, R.B.M. CE (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 9th day of Feb 2007, at Ontario, California.

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

By: [Signature]
Kenneth Crowder
President

Investor:

[Signature]
[Signature]

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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 2/9, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) TRUST ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

DONALD J. MILLS + RUTH B MILLS TRUST DTD 8/1/1980
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 2/9, 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

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~~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 yr for the YR.*

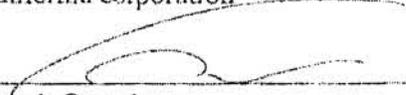
7. Indemnification and Contribution.

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.

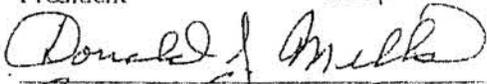
IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

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



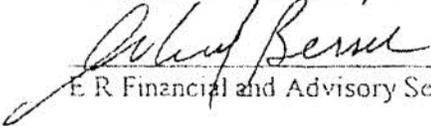
Kenneth Crowder
President

Investor:





Custodian:



E R Financial and Advisory Service

[REDACTED] 9901

[REDACTED]

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on February 9, 2004 by and between Newberry Trust and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about February 9, 2004 Newberry 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 Newberry Trust 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 Newberry 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 Newberry Trust monthly payments in an amount equal to the interest payments Concordia has been

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making to Newberry 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: _____

Suandra Newberry TEE
Newberry Trust

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[Redacted] 0/201

**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 *February 9, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Newberry Trust* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *February 9, 2004*, Concordia and *Newberry Trust* 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 *Newberry Trust's* investment balance. *Newberry Trust* 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 \$70,899.55 to \$15,899.55.

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 *Newberry Trust*. In the event that *Newberry 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, Newberry 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: _____

Newberry Trust

Suandra Newberry
Joseph Hochberg

TTE

CONCORDIA FINANCING CO., LTD.

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Sale of Contracts and Servicing Agreement

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This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of FEB 17, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) INDIVIDUALS ("Investor") hereinafter collectively referred to as "the parties."

DARRELL & KATHY MARTIN
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 \$ 500,000 (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: DARRELL E. KOTBY MARTIN
[Redacted] AZ [Redacted]

12.10 Waiver of Jury Trial. D.M. M (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 17th day of FEBRUARY 2004 at Ontario, California.

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

By: [Signature]
Christopher Crowder
Vice President

Investor: [Signature]

Exhibit A:

List of Contracts

Name of Customer

Dealer Principal Amount As of2004

Total: \$

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of Feb 17, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) _____ ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

DARRELL & KATHY MARTIN
INDIVIDUALS
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated Feb 17, 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.

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.

1.0% 42 months .0233

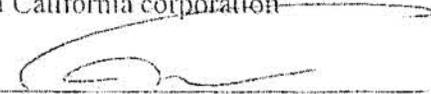
7. Indemnification and Contribution.

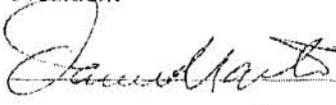
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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.

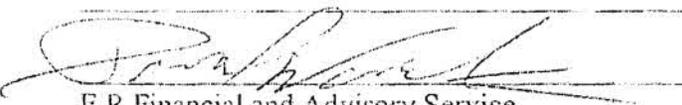
7.2 The provisions of this Section 7 shall survive any termination of this Agreement, whether by transfer of the custodial documents, resignation of Custodian or otherwise.

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: 

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 February 17, 2004 by and between Darrell and Kathy Martin and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about February 17, 2004 Darrell and Kathy Martin 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 Darrell and Kathy Martin 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 Darrell and Kathy Martin 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 Darrell and Kathy Martin monthly payments in an amount equal to the interest payments Concordia has



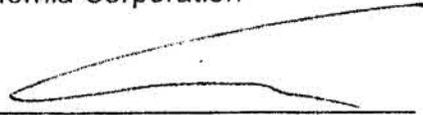
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been making to Darrell and Kathy Martin. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement .

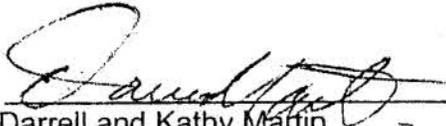
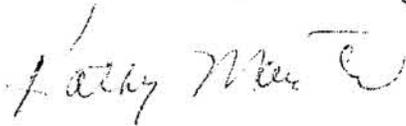
3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

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: 
Darrell and Kathy Martin 3-17-09


**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 *February 17, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Darrell & Kathy Martin* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *February 17, 2004*, Concordia and *Darrell & Kathy Martin* 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 *Darrell & Kathy Martin* 's investment balance. *Darrell & Kathy Martin* 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 \$58,836.63 to \$13,724.53.

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 *Darrell & Kathy Martin*. In the event that *Darrell & Kathy Martin* 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.

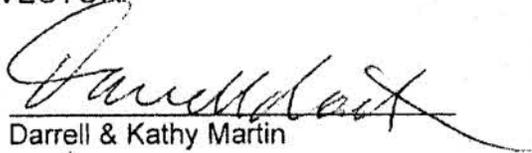
11. By execution of this Second Amendment, Darrell & Kathy Martin hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

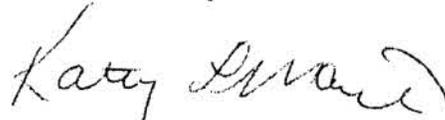
12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 
Christopher Crowder
President

INVESTOR

By: 
Darrell & Kathy Martin



CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

add to
the 1290
contract

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) IND. ("Investor") here in after collectively referred to as "the parties."

Lester GALST + JO BLACK
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, 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.

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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. 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;

[REDACTED]

(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

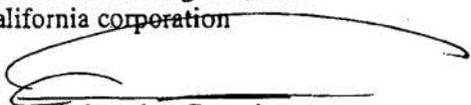
If to Investor: LOS GALST + JO BLACK

[REDACTED] AZ

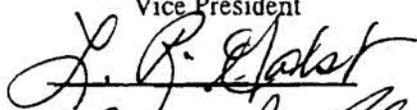
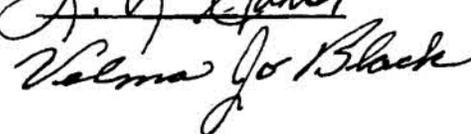
12.10 Waiver of Jury Trial. TPG MBS INC (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED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

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

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

By: 
Christopher Crowder
Vice President

Investor:

ACC008453
BERSCH



Exhibit A:

List of Contracts

Name of Customer Dealer Principal Amount As of 2005

Total: \$ _____

ACC008454
BERSCH



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 2/5/01, 2000 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and LES GALST, a(n) Individual ("Investor") hereinafter collectively referred to as "the parties."

LESTER R. OR VELMA JO. BLACK
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.

THIS IS A PAID ON DEATH (P.O.D.)
TO MARKS (Lee) Schipper

ACC008455
BERSCH

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 \$ 100,000. ⁰⁰ as of the date hereof, for a purchase price of \$ 100,000. 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.

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. 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: LESTER GALST
[Redacted] AZ [Redacted]

12.10 Waiver of Jury Trial. 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 5th day of FEBRUARY, ²⁰⁰¹ at Ontario, California.

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

By: Kenneth Crowder
Kenneth Crowder
President

Investor:

Lester Galst
LESTER GALST Velma Jo Black
Velma Jo Black

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 2/5/01, 2000 by and among Concordia Financing Co., Ltd., a California corporation ("Concordia"), LESTER GALST, a(n) IND. ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

OR VELMA JO BLACK

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 2/5/01, 2000 (the "Sale Contract"). Concordia is selling certain Contracts, as defined in the Sale Contract, 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 Contract. A true and exact copy of the Sale Contract has been delivered to Custodian, and all the terms and provisions of the Sale Contract 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 assignment 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 Contract.



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 Contract.

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 Contract.

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 Contract 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 Custodian shall not be required to accept any additional documents but Custodian's 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 and such successor custodian, then the resigning Custodian shall deliver the documents in its possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor and a successor custodian then the resigning Custodian shall promptly deliver all the documents in its possession back to Concordia, and the resigning Custodian shall notify Investor in writing of its 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 its 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 after the Custodian's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Contract, 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 Custodian 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 its 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 Section 6 hereof, Concordia agrees to indemnify Custodian and 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 attorneys' 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

By: *Kenneth Crowder*
Kenneth Crowder
President

Investor:

LESTER GALST VELMA JO BLACK
Lester Galst Velma Jo Black

Custodian:

E R Financial and Advisory Service

By: *Gopal Bhand, PTR*

RECEIVED MAR 21 2009



0172

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on February 5, 2001 by and between Lester R. Galst and Velma Jo Black and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about February 5, 2001 Lester R. Galst and Velma Jo Black 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 Lester R. Galst and Velma Jo Black 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 Lester R. Galst and Velma Jo Black desires to continue to receive regular monthly payments;

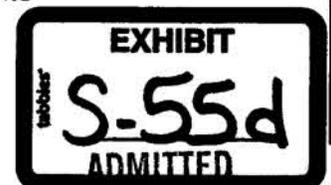
NOW, THEREFORE, the parties hereto agree as follows:

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 Lester R. Galst and Velma Jo Black monthly payments in an amount equal to the interest payments

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Concordia has been making to Lester R. Galst and Velma Jo Black. 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.

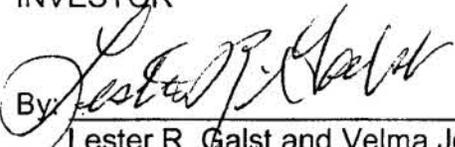
3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

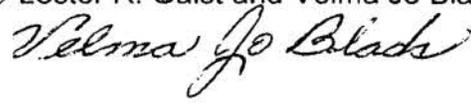
4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 
Christopher Crowder
President & COO

INVESTOR

By: 
Lester R. Galst and Velma Jo Black



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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 *February 5, 2001*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Lester Galst and Velma Jo Black* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *February 5, 2001*, Concordia and *Lester Galst and Velma Jo Black* 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 *Lester Galst and Velma Jo Black's* investment balance. *Lester Galst and Velma Jo Black* 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



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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 \$99,119.18 to \$16,619.18.

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 *Lester Galst and Velma Jo Black*. In the event that *Lester Galst and Velma Jo Black* 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.

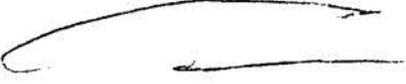
9. Section 11.2(e) of the Agreement shall be deleted in its entirety and the following inserted instead: Assign or transfer the Contracts to Investor or a third party directed by Investor.

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, Lester Galst or Velma Black 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 *Velma Black*
By: *L. Galst*
Lester Galst or Velma Black

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

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This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 2/20, 2007 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) INDIVIDUAL ("Investor") hereinafter collectively referred to as "the parties."

LESTER GALST for SO BUCK
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 Chino Commercial Bank, 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 \$ 102,000 (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 .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,

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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

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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: Lester R. Galst / Velma Jo Black
[Redacted] A2 [Redacted]

12.10 Waiver of Jury Trial. LG CC (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 2nd day of February 2007, at Ontario, California.

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

By: [Signature]
Kenneth Crowder
President

Investor: [Signature]
[Signature]

Exhibit A:

List of Contracts

Name of Customer

Dealer Principal Amount As of _____ ,2002

Total: \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 2/20, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) _____ ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

Lester GALT + Jo BLACK
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 2/20, 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.

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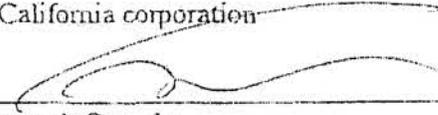
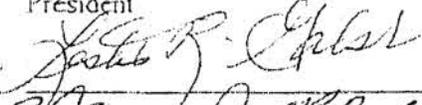
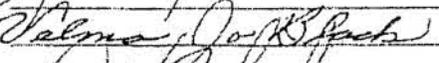
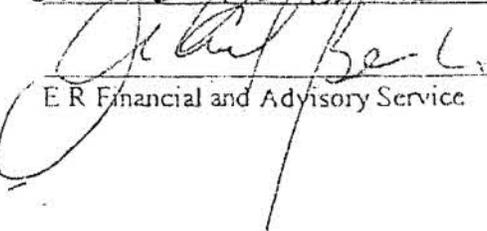
~~6.~~ Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of 0.25% per month of the principal balance, payable monthly. / 90 For The YR.

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:	 _____  _____ Valma J. Black
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 February 20, 2004 by and between Lester Galst or Velma Black and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about February 20, 2004 Lester Galst or Velma Black 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 Lester Galst or Velma Black 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 Lester Galst or Velma Black 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 Lester Galst or Velma Black monthly payments in an amount equal to the interest payments Concordia has

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been making to Lester Galst or Velma Black. 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: _____

Lester Galst or Velma Black

Velma J. Black

0-904

**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 *February 20, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Lester Galst or Velma Black* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *February 20, 2004*, Concordia and *Lester Galst or Velma Black* entered into a Sale of Contracts and Servicing Agreement, a copy of which is attached hereto as Exhibit "A"; and

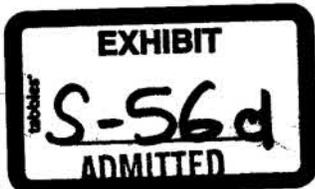
B. WHEREAS effective *February 1, 2009*, the parties entered into an Amendment of the Sale of Contracts and Servicing a copy of which Amendment is attached hereto as Exhibit "B"; and

C. WHEREAS Concordia has suffered financial reverses and is insolvent and cannot repay the full amount *Lester Galst or Velma Black's* investment balance. *Lester Galst or Velma Black* 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



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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 \$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 *Lester Galst or Velma Black*. In the event that *Lester Galst or Velma Black* 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.

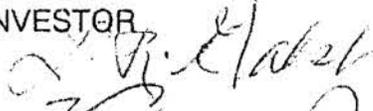
10. Except as amended by this Second Amendment and the previous Amendment to Sale of Contracts and Servicing Agreement, the terms and conditions of the original Agreement as amended shall remain in full force and effect.

11. By execution of this Second Amendment, Lester Galst and Velma Jo Black 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: 
Lester Galst and Velma Jo Black

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 6, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) INDIVIDUALS ("Investor") hereinafter collectively referred to as "the parties."

DAVID P BETH
JAN MARIE ADAMS T

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 Chino Commercial Bank, 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 \$ 75,000⁰⁰ (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

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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 .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. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

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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.

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(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;

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(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: ^{40 416-67} DAVID ROTH ^{208.33} Jan Marie Adams
JAN ADAMS

[Redacted address lines with "AZ" visible]

12.10 Waiver of Jury Trial. C.J. Crow (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 6th day of MARCH 2004 at Ontario, California

Concordia: Concordia Financing Co., Ltd
a California corporation

By: [Signature]
Kenneth Crowder
President

Investor: [Signature]
[Signature]

Exhibit A

List of Contracts

Name of Customer Dealer Principal Amount As of _____ 2002

Total \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of MARCH 6, 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".

DAVID P. ROTH
JAN ADAMS TRUST

RECITALS

MARIE A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated MARCH 6, 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.

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.

0.0833%

7. Indemnification and Contribution.

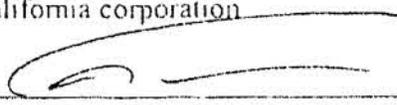
7.1 Notwithstanding the provisions of paragraph 6. Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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.

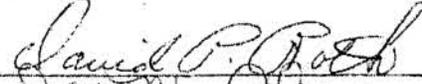
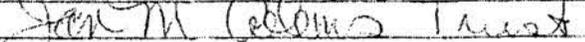
IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia:

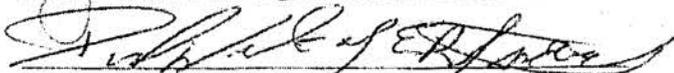
Concordia Financing Co., Ltd.
a California corporation


Kenneth Crowder
President

Investor:

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 6, 2004 by and between David P Roth and Jan Marie Adams and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 6, 2004 David P Roth and Jan Marie Adams 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 David P Roth and Jan Marie Adams monthly an amount equal to a 0.833% 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 David P Roth and Jan Marie Adams 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 David P Roth and Jan

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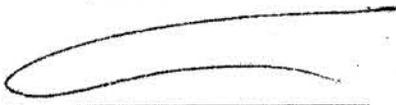
Marie Adams monthly payments in an amount equal to the interest payments Concordia has been making to David P Roth and Jan Marie Adams. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of 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: _____


David P Roth

By: _____


Jan Marie Adams

SHE GOT HER OWN LETTER.

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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 *March 6, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *David R Roth* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *March 6, 2004*, Concordia and *David R Roth* 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 *David R Roth* 's investment balance. *David R Roth* 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 \$53,799.66 to \$12,549.66.

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 *David R Roth*. In the event that *David R Roth* 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.

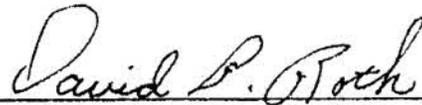
11. By execution of this Second Amendment, David R Roth hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
David R Roth

[Redacted] 0904

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 6, 2004 by and between Jan Marie Adams and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 6, 2004 Jan Marie Adams 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 Jan Marie Adams 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 Jan Marie Adams 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 Jan Marie Adams monthly payments in an amount equal to the interest payments Concordia has been

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making to Jan Marie Adams. 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 .

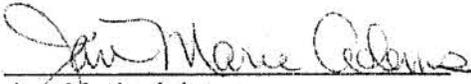
3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

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: 
Jan Marie Adams

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CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

1090

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 3/22, 2009 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and MARRIOTT FAMILY a(n) _____ ("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 Chino Commercial Bank, 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 \$ 101,000 (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 .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,

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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

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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
JILMA MARRIOTT

If to Investor:

[Redacted] AZ [Redacted]

12.10 Waiver of Jury Trial. *x JM (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 22 day of March 2004 at Ontario, California.

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

By: *[Signature]*
Kenneth Crowder
President

Investor:

x Jilma Marriott

Exhibit A:

List of Contracts

Name of Customer

Dealer Principal Amount As of _____ 2002

Total: \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 3/22, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), MARROTT FAMILY ("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 3/22, 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.

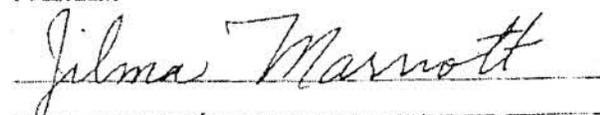
IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia:

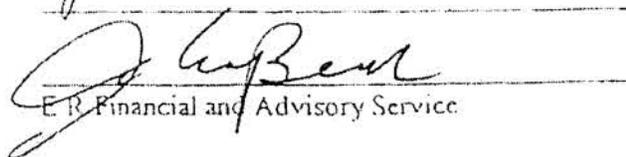
Concordia Financing Co., Ltd.
a California corporation


Kenneth Crowder
President

Investor:


Gilma Marroth

Custodian:


E. R. Financial and Advisory Service

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0910

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 22, 2004 by and between Marriot Family and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 22, 2004 Marriott Family 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 Marriot Family monthly an amount equal to a 0.833% 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 Marriott Family 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 Marriott Family monthly payments in an amount equal to the interest payments Concordia has been



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making to Marriott Family . 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.

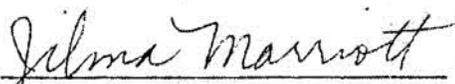
4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President & COO

INVESTOR

By: 

Marriott Family
Jilma Marriott

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[Redacted] 0907

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 22, 2004 by and between Marriot Family and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 22, 2004 Marriott Family 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 Marriot Family monthly an amount equal to a 0.833% 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

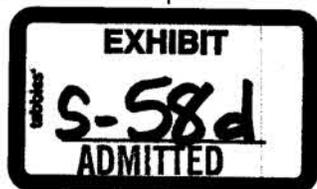
D. WHEREAS Marriott Family desires to continue to receive regular monthly payments;

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 Marriott Family monthly payments in an amount equal to the interest payments Concordia has been



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making to Marriott Family . 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: _____

Marriott Family
Carmen Marriott

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[REDACTED]

**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 22, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Jilma Marriott* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *March 22, 2004*, Concordia and *Jilma Marriott* 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 *Jilma Marriott* 's investment balance. *Jilma Marriott* 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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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 \$35,866.33 to \$8,366.33.

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 *Jilma Marriott*. In the event that *Jilma Marriott* 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, Jilma Marriott hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

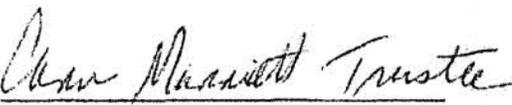
12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President

INVESTOR

By: 
Jilma Marriott

[REDACTED]

**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 22, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Carmen Marriott* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *March 22, 2004*, Concordia and *Carmen Marriott* 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 *Carmen Marriott* 's investment balance. *Carmen Marriott* 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 \$17,933.33 to \$4,183.33.

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 *Carmen Marriott* . In the event that *Carmen Marriott* 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.

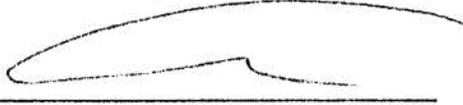
10. Except as amended by this Second Amendment and the previous

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, Carmen Marriott hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

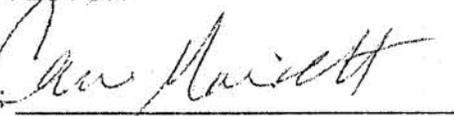
12. Neither this Second Amendment nor the previous Amendment nor the underlying Agreement may be orally changed or amended. Any further changes shall be effective only upon the execution of a written agreement signed by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President

INVESTOR

By: 

Carmen Marriott

[REDACTED] 0909

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on March 22, 2004 by and between Lindy Eppinger and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 22, 2004 Lindy Eppinger 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 Lindy Eppinger 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 Lindy Eppinger 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 Lindy Eppinger monthly payments in an amount equal to the interest payments Concordia has been making to

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Lindy Eppinger. 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 .

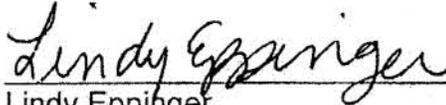
3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

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: 
Lindy Eppinger

CONCORDIA FINANCING CO., LTD.

Sale of Contracts and Servicing Agreement

New
10%

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of MARCH 1, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and 1, a(n) Individuals ("Investor") hereinafter collectively referred to as "the parties."

DOUGLAS & ANITA HERMAN

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 Chino Commercial Bank, 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 \$ 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 .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. 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.

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(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:

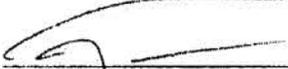
If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: DONALD & ANITA HERMAN
[REDACTED] AZ [REDACTED]

12.10 Waiver of Jury Trial. CKC/DAH (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 1 day of MARCH 2007, at Ontario, California.

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

By: 
Kenneth Crowder
President

Investor:

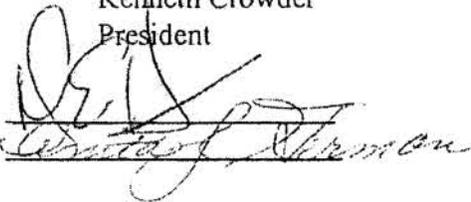


Exhibit A:

List of Contracts

Name of Customer

Dealer Principal Amount As of _____, 2002

Total: \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of MARCH 1, 2008 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".

DONALD S. ANITA HERMAN *Investor*
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated MARCH 1, 2008 (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, 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.

0.0833%

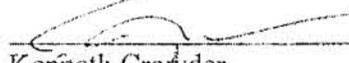
7. Indemnification and Contribution.

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.

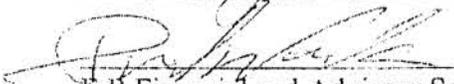
IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

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



Kenneth Crowder
President

Investor: 

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 Donald & Anita Herman and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 1, 2004 Donald & Anita Herman 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 Donald & Anita Herman 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 Donald & Anita Herman 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 Donald & Anita Herman monthly payments in an amount equal to the interest payments Concordia has been

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making to Donald & Anita Herman. 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: _____

Donald & Anita Herman

Anita Herman
3/18/09

0908

**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 *Donald & Anita Herman* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *March 1, 2004*, Concordia and *Donald & Anita Herman* 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 *Donald & Anita Herman* 's investment balance. *Donald & Anita Herman* 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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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 \$42,693.20 to \$9,958.98.

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 *Donald & Anita Herman*. In the event that *Donald & Anita Herman* 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, Donald & Anita Herman 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: 

Donald & Anita Herman



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 15, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Donna Culwell, 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 Chino Commercial Bank, 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 \$ 10000⁰⁰ (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 its 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 .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.

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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

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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.

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(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:

If to Investor:

Donna Culwell

Social Security

[REDACTED] Co. [REDACTED]

12.10 Waiver of Jury Trial. dc cc (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 15th day of MARCH 2004 ... at Ontario, California

Concordia: Concordia Financing Co., Ltd
a California corporation

By: 

Investor:

Donna E. Culwell

Exhibit A

List of Contracts

Name of Customer Dealer Principal Amount As of _____

Total \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of MARCH 15, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), PENNY CULWELL, 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 MARCH 15, 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.

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.

0.83%

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



Investor:

Donna E. Culwell

Custodian:

E R Perencia & 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 March 15, 2004 by and between Donna E. Culwell and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about March 15, 2004 Donna E. Culwell 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 Donna E. Culwell 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 Donna E. Culwell 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 Donna E. Culwell monthly payments in an amount equal to the interest payments Concordia has been

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making to Donna E. Culwell. 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.

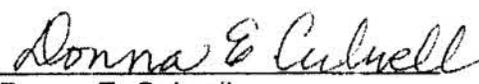
CONCORDIA FINANCING CO. LTD,
a California Corporation

By: _____


Christopher Crowder
President & COO

INVESTOR

By: _____


Donna E. Culwell

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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 *March 15, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Donna E. Culwell* is hereby amended in the following respects:

RECITALS

- A. WHEREAS on or about *March 15, 2004*, Concordia and *Donna E. Culwell* 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 *Donna E. Culwell*'s investment balance. *Donna E. Culwell* 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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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 \$83,925.34 to \$19,577.07.

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 *Donna E. Culwell*. In the event that *Donna E. Culwell* 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, Donna E. Culwell 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: Donna E. Culwell
Donna E. Culwell

Please send me a copy of this signed agreement. Don't forget who got you where you are. I am devastated and have lost my "nest egg". Can't shake this depression or stop crying as I am widowed and thought I was making a good investment. This has ruined me.

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 4/12, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) INDIVIDUALS ("Investor") hereinafter collectively referred to as "the parties."

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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 \$ 100,000 (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 (c) 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:

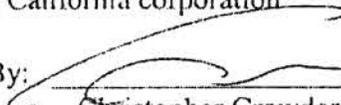
If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Chris Crowder

If to Investor: *John + Darlene LORSCHIEDER*
[REDACTED] AZ [REDACTED]

12.10 Waiver of Jury Trial *JL* *DL* *Cxx* (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 12th day of April 2004, at Ontario, California.

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

By: 
Christopher Crowder
Vice President

Investor: *John H. Lorscheider*
Darlene H. Lorscheider

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 4/12, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) IND ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

JOHN + DARLENE LORSCHIEDER
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 4/12, 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.

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~~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.

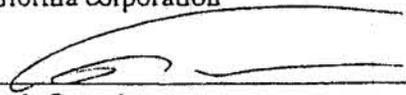
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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.

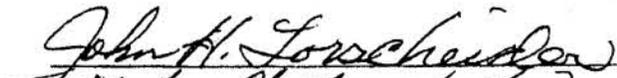
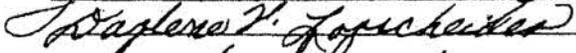
IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

Concordia:

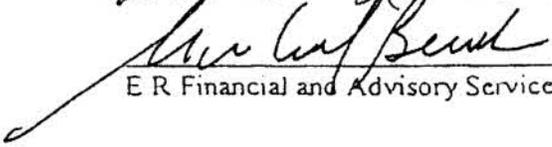
Concordia Financing Co., Ltd.
a California corporation


Kenneth Crowder
President

Investor:

Custodian:


E R Financial and Advisory Service



0914

AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on April 12, 2004 by and between Darlene Lurscheider and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about April 12, 2004 Darlene Lurscheider 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 Darlene Lurscheider 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 Darlene Lurscheider 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 Darlene Lurscheider monthly payments in an amount equal to the interest payments Concordia has been

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making to Darlene Lurscheider. 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: _____

Darlene Lurscheider
Darlene Lurscheider

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RECEIVED
APR 27 2009

Per _____

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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 12, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Darlene Lorscheider* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *April 12, 2004*, Concordia and *Darlene Lorscheider* 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 *Darlene Lorscheider* 's investment balance. *Darlene Lorscheider* 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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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 \$143,465.65 to \$33,465.65.

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 *Darlene Lorscheider*. In the event that *Darlene Lorscheider* 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.

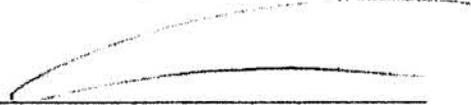
10. Except as amended by this Second Amendment and the previous

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.

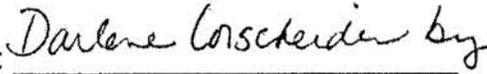
11. By execution of this Second Amendment, Darlene Lorscheider hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
Darlene Lorscheider
Nancy Ricketts, POA

CONCORDIA FINANCING CO., LTD.

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Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 4/16, 2007 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) IND. ("Investor") hereinafter collectively referred to as "the parties."

JACK S + LAURA M. LAWTON FAMILY TRUST 1-26-96
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 \$ 100,000 (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: JACK+LAURA LAWTON
[Redacted]
[Redacted] Oregon [Redacted]
CCL LAWTON Family Trust - 1-26-96
JSL JML (Initial)

12.10 Waiver of Jury Trial. 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 16th day of April 2004, at Ontario, California.

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

By: [Signature]
Christopher Crowder
Vice President

Send to P.C. [unclear]

Investor:
X Jack & Laura Lawton
X Laura M. Lawton Trustee

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 4/15, 2007 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) _____ ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

JACK S + LAYRA M LAWTON FAMILY TRUST 1-26-96
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 4/15, 2007 (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.

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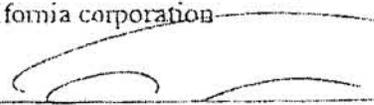
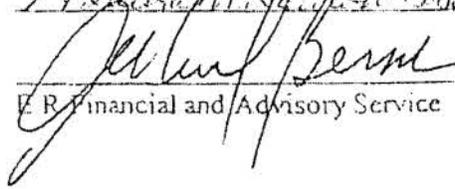
~~6.~~ Fees and Expenses. Concordia shall pay Custodian a fee for his services in the amount of ~~0.25%~~ per month of the principal balance, payable monthly. *1% for the YR.*

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:	X <i>Joseph S. Leichter, Secretary</i>
	X <i>Richard M. ...</i>
Custodian:	
	E.R. Financial and Advisory Service

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[REDACTED] 0915

**AMENDMENT TO SALE OF CONTRACTS
AND SERVICING AGREEMENT**

Effective February 1, 2009, the Sale of Contracts and Servicing Agreement, previously executed on April 16, 2004 by and between Jack S. & Laura M. Lawton and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about April 16, 2004 Jack S. & Laura M. Lawton 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 Jack S. & Laura M. Lawton 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 Jack S. & Laura M. Lawton 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 Jack S. & Laura M. Lawton monthly payments in an amount equal to the interest payments Concordia has

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been making to Jack S. & Laura M. Lawton. 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: _____

Jack S. & Laura M. Lawton

Laura M. Lawton

[REDACTED]

**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 16, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Jack S. & Laura M. Lawton* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *April 16, 2004*, Concordia and *Jack S. & Laura M. Lawton* 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 *Jack S. & Laura M. Lawton* 's investment balance. *Jack S. & Laura M. Lawton* 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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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 *Jack S. & Laura M. Lawton*. In the event that *Jack S. & Laura M. Lawton* 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.

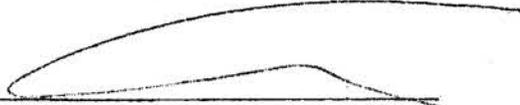
10. Except as amended by this Second Amendment and the previous

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.

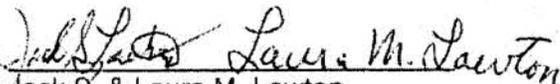
11. By execution of this Second Amendment, Jack S. & Laura M. Lawton hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
Jack S. & Laura M. Lawton

Being AN-X. Peter Bilt Dealer Under Stand The Ups AND
feel If Recover IS NEAR AND YOU MAKE IT. YOU WILL HELP
US TO RECOVER ALSO. 

CONCORDIA FINANCING CO., LTD.

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Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of 4/7, 2004 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and _____, a(n) INDIVIDUALS ("Investor") hereinafter collectively referred to as "the parties."

Mary Ann Lewis Trust Mary Ann Lewis Trustee
Weiss Family Living Trust Gene H. Weiss Trustee
RECITALS
Mar 26 2003
Oct Jan 1993

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 Chino Commercial Bank, 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 \$ 100,000 (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.

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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 .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. All costs of arbitration, together with any legal, court, investigation, accounting, shall be paid by the losing party.

10. TERM AND TERMINATION

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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:

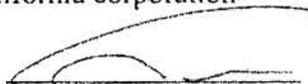
If to Concordia: Concordia Financing Co., Ltd.
2920 Inland Empire Blvd., Ste 103
Ontario, California 91764
Fax: 909-483-2626
ATTN: Ken Crowder

If to Investor: *MARY ANN LEWIS + Gene Weiss*
[Redacted] AZ [Redacted]

12.10 Waiver of Jury Trial. *mat SH.W. CWK* (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 8 day of MARCH 2008 at Ontario, California.

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

By: 
Kenneth Crowder
President

Investor: *+ Mary Ann Lewis Trustee*
T. Gene H. Weiss Jr. Trustee

Exhibit A:

List of Contracts

Name of Customer Dealer Principal Amount As of 2009

Total: \$ 100,000 -

CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of 4/7, 2009, by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) _____ ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

1) MARY ANN Lewis RELOCABLE TRUST, MARY ANN Lewis TRUSTEE 3/26/03

2) WEISS FAMILY LIVING TRUST DTD 1/93, Gene Weiss TRUSTEE

RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated 4/7, 2009 (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.

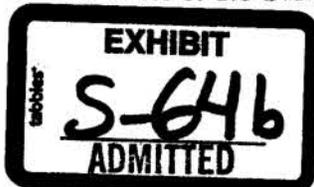
NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the mutual covenants herein contained, the parties hereto agree as follows:

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.

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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.*

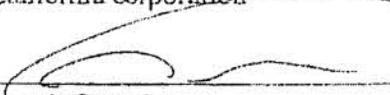
7. Indemnification and Contribution.

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: *Mary Ann Lewis Trustee*
James H. Lewis Sr Trustee

Custodian: *Julius Bersch*

E R Financial and Advisory Service

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 January 1, 2005 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Mary Ann Lewis, 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 ER 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.

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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 \$ 150,000 (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.

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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 .883% 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.

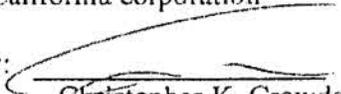
12.10 Waiver of Jury Trial. CKE (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED HERETO.

Executed this 1 day of January 2005, at Ontario, California.

Concordia:

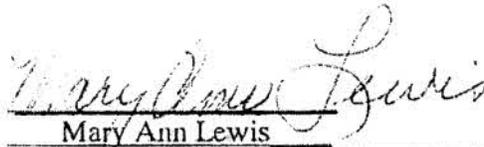
Concordia Financing Co., Ltd.
a California corporation

By:


Christopher K. Crowder
Vice President

On the behalf of:
Kenneth Crowder
President

Investor:


Mary Ann Lewis

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of January 1st, 2005 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Mary Ann Lewis 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 January 1, 2005 (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, 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 0.0833% per month of the principal balance, payable monthly. 1% for the year.

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.

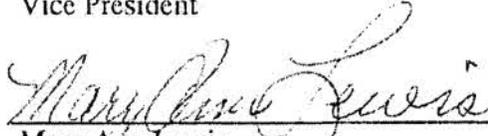
Concordia:

Concordia Financing Co., Ltd.
a California corporation



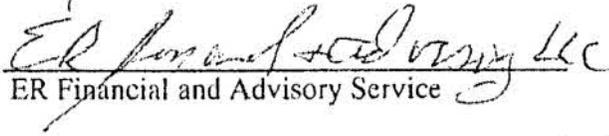
Christopher K. Crowder
Vice President

Investor:



Mary Ann Lewis

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 January 1, 2004 by and between Mary Ann Lewis and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about January 1, 2004 Mary Ann Lewis 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 Mary Ann Lewis monthly an amount equal to a .883% 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 Mary Ann Lewis 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 Mary Ann Lewis monthly payments in an amount equal to the interest payments Concordia has been

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making to Mary Ann Lewis. 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.

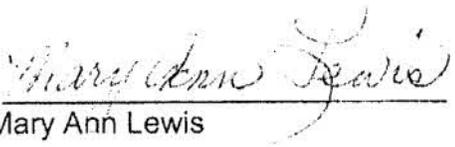
3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

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:  3/17/09
Mary Ann Lewis

0916

**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 *January 1, 2004*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Mary Ann Lewis* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *January 1, 2004*, Concordia and *Mary Ann Lewis* 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 *Mary Ann Lewis* 's investment balance. *Mary Ann Lewis* 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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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 \$107,599.32 to \$25,099.32.

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 *Mary Ann Lewis*. In the event that *Mary Ann Lewis* 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, Mary Ann Lewis 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: 
Mary Ann Lewis
12/13/11

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 January 1, 2005 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Gene Weiss, 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 ER 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.

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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 \$ 100,000 (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 .883% 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: Gene Weiss

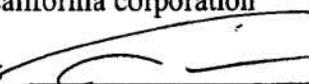
[REDACTED] AZ. [REDACTED]

12.10 Waiver of Jury Trial. CKC (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 1 day of January, 2005, at Ontario, California.

Concordia:

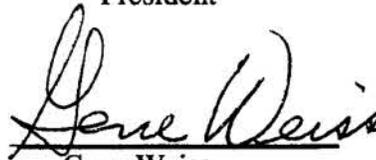
Concordia Financing Co., Ltd.
a California corporation

By: 

Christopher K. Crowder
Vice President

On the behalf of:
Kenneth Crowder
President

Investor:


Gene Weiss

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Exhibit A:

List of Contracts

Name of Customer

Dealer Principal Amount As of _____, 2005

Total: \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of January 1st, 2005 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Gene Weiss 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 January 1, 2005 (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, 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 0.0833% per month of the principal balance, payable monthly. 1% for the year.

7. Indemnification and Contribution.

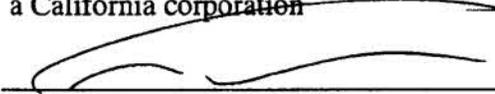
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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 K. Crowder
Vice President

Investor:



Gene Weiss

Custodian:



ER Financial and Advisory Service

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 10, 2006 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and Patricia Weiss, an Individual ("Investor") here in after collectively referred to as "the parties."

Trustee

pw

Weiss Family Living Trust, Dated 1/21/93

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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 Services, 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.



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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.

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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.

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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
Weiss Family Living Trust

If to Investor: Patricia Weiss, Trustee

[REDACTED] WA [REDACTED]

12.10 Waiver of Jury Trial. PCW (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 10th day of May 2006, at Ontario, California.

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

By: [Signature]
Christopher Crowder
Vice President

Investor: Patricia Weiss, Trustee

Exhibit A:

List of Contracts

Name of Customer

Dealer Principal Amount As of May ,2006

Total: \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of May 10, 2006 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), Patricia Weiss, sole and separate property, an Individual ("Investor"), and ER Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

Trustee
✓ Weiss Family Living Trust, Dated 4/21/93
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated May 10, 2006 (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 0.0833% per month of the principal balance, payable monthly.

7. Indemnifications and Contribution.

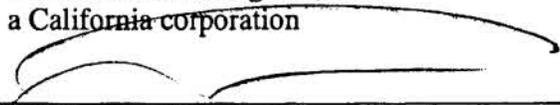
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnities") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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.

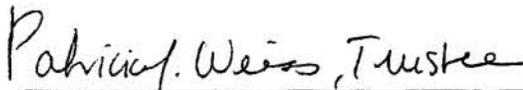
Concordia:

Concordia Financing Co., Ltd.
a California corporation



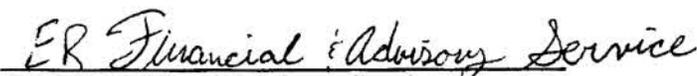
Christopher Crowder
Vice President

Investor:



Patricia Weiss, Trustee

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 May 10, 2006 by and between Patricia J. Weiss and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about May 10, 2006 Patricia J. Weiss 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 Patricia J. Weiss 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

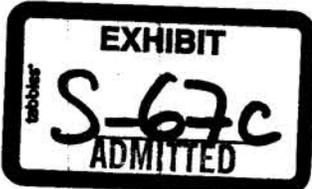
D. WHEREAS Patricia J. Weiss desires to continue to receive regular monthly payments;

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 Patricia J. Weiss monthly payments in an amount equal to the interest payments Concordia has been



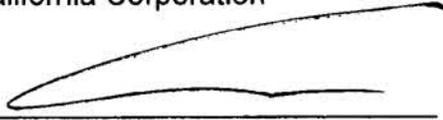
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making to Patricia J. Weiss. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement .

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.

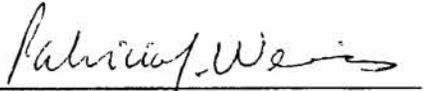
4. Neither this Amendment nor the underlying Sale of Contract and Servicing Agreement may be orally changed or amended. Any changes shall be effective only upon the execution of a written agreement by the parties hereto.

CONCORDIA FINANCING CO. LTD,
a California Corporation

By: 

Christopher Crowder
President & COO

INVESTOR

By: 

Patricia J. Weiss

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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 10, 2006*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *Patricia J. Weiss* is hereby amended in the following respects:

RECITALS

- A. WHEREAS on or about *May 10, 2006*, Concordia and *Patricia J. Weiss* 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 *Patricia J. Weiss's* investment balance. *Patricia J. Weiss* 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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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 *Patricia J. Weiss*. In the event that *Patricia J. Weiss* 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.

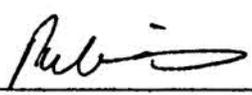
11. By execution of this Second Amendment, Patricia J. Weiss hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
Patricia J. Weiss

3/30/12

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 JUNE 12, 2002 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and DAVID A. OR MARIPUE R. a(n) INDIVIDUALS ("Investor") hereinafter collectively referred to as "the parties." Rideway

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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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 \$ 100,000 (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

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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.

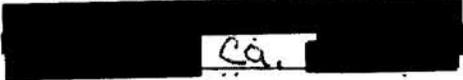
12.8 Entire Agreement. This Agreement, and any exhibits and schedules attached hereto, constitutes the entire agreement of the parties and supersedes all other prior agreements, understandings, representations and warranties, whether written or oral. This Agreement may be amended only by written agreement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

7.

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: DAVID A OR MARIBEE R. RIDGWAY
 Co.

12.10 Waiver of Jury Trial DA K.C. (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 12 day of JUNE 2002 at Ontario, California.

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

By: Kenneth Crowder
Kenneth Crowder
President

Investor:

David A. Ridgway
Maribee R. Ridgway

Exhibit A:

List of Contracts

Name of Customer Dealer Principal Amount As of _____, 2001

Total: \$ 100,000

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of June 12, 2007 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), David Ditz McVey, 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 June 12, 2007 (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, 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.

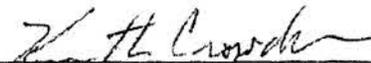
7.1 Notwithstanding the provisions of paragraph 6, Concordia agrees to indemnify Custodian and his or its officers, directors, employees, agents and shareholders (jointly and severally the "Indemnitees") and Concordia agrees to hold them harmless from, any and all loss, liability, cost, damage and expense, 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.

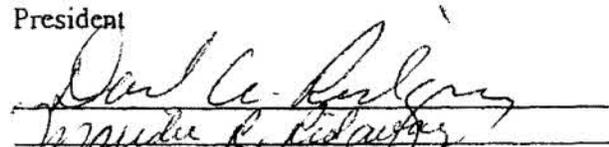
Concordia:

Concordia Financing Co., Ltd.
a California corporation

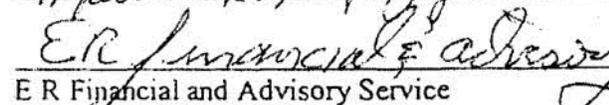


Kenneth Crowder
President

Investor:



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 June 12, 2002 by and between David or Maridee Ridgeway and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about June 12, 2002 David or Maridee Ridgeway 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 David or Maridee Ridgeway 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 David or Maridee Ridgeway 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 David or Maridee Ridgeway monthly payments in an amount equal to the interest payments Concordia

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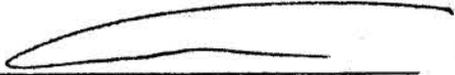


has been making to David or Maridee Ridgeway. These monthly payments shall, however constitute, and be characterized as, a repayment of the principal of the purchase price as that term is defined in the Sale of Contracts and Servicing Agreement.

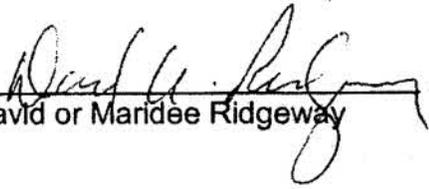
3. Except as amended by this Agreement, the terms and conditions of the Sale of Contract and Servicing Agreement shall remain in full force and effect.

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: 
David or Maridee Ridgeway

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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 23, 2002*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *David or Maridee Ridgway* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *May 23, 2002*, Concordia and *David or Maridee Ridgway* 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 *David or Maridee Ridgway* 's investment balance. *David or Maridee Ridgway* 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

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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 \$66,079.46 to \$11,079.46.

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 *David or Maridee Ridgway* . In the event that *David or Maridee Ridgway* 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, David or Maridee Ridgway 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: _____

David or Maridee Ridgway

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CONCORDIA FINANCING CO., LTD.

EXISTING
NEW CONTR

Sale of Contracts and Servicing Agreement

This Sale of Contracts and Servicing Agreement ("Agreement") is entered into to be effective as of July 6, 2003 by and between Concordia Financing Co., Ltd., a California corporation ("Concordia"), and David M. Medina Ridway ("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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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 \$ ~~100,000~~ (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 ~~10%~~ ^{.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;

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(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:

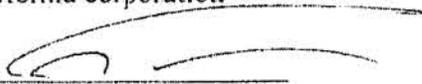
DAVID E MARLDEE Ridgway

[REDACTED] AZ [REDACTED]

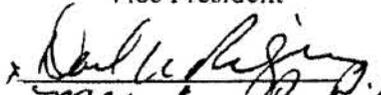
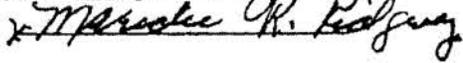
12.10 Waiver of Jury Trial: CCM MMR (Initial) BOTH INVESTOR AND CONCORDIA ACKNOWLEDGE THE EXTREME COST ATTENDANT TO TRIAL BY JURY, AND THEREFORE BOTH CLIENT AND CONCORDIA WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OR TRANSACTION RELATING TO THIS AGREEMENT OR ANY AGREEMENT(S) RELATED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

Executed this 6 day of July 2003, 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 _____, 2001

Total: \$ _____

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CUSTODIAL AGREEMENT

THIS CUSTODIAL AGREEMENT ("Agreement") is made and entered into as of July 6, 2003 by and among Concordia Financing Co., Ltd., a California corporation ("Concordia"), _____, a(n) INVESTOR ("Investor"), and E R Financial and Advisory Service, an Arizona company ("Custodian"), collectively referred to herein as "the parties".

DAVID OR MARIEE RIDGWAY
RECITALS

A. Concordia and Investor have entered into a Sale of Contracts and Servicing Agreement dated _____, 2003 (the "Sale Contract"). Concordia is selling certain Contracts, as defined in the Sale Contract, 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 Contract. A true and exact copy of the Sale Contract has been delivered to Custodian, and all the terms and provisions of the Sale Contract 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 assignment 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 Contract.



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 Contract.

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 Contract.

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 Contract 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 Custodian shall not be required to accept any additional documents but Custodian's 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 and such successor custodian, then the resigning Custodian shall deliver the documents in its possession to the successor custodian, or (b) if the resigning custodian shall not have received written notice signed by Concordia and Investor and a successor custodian then the resigning Custodian shall promptly deliver all the documents in its possession back to Concordia, and the resigning Custodian shall notify Investor in writing of its 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 its 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 after the Custodian's resignation, or should any dispute arise with respect to the custodial documents, this Agreement or the Sale Contract, 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 Custodian 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 its services in the amount of 0.25% per month of the principal balance, payable monthly.

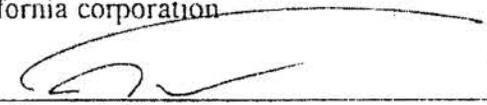
7. Indemnification and Contribution.

7.1 Notwithstanding the provisions of Section 6 hereof, Concordia agrees to indemnify Custodian and 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 attorneys' 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.

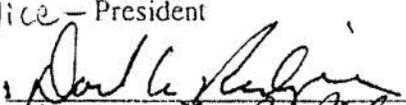
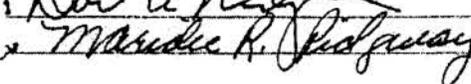
IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the day and year first above written.

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

By: 
Christopher ~~Kenneth~~ Crowder

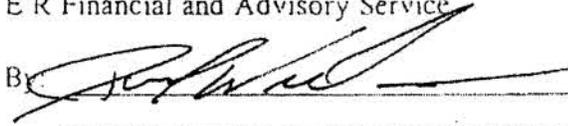
Vice - President

Investor:

Custodian:

E R Financial and Advisory Service

By: 

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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 6, 2003 by and between David or Maridee Ridgeway and Concordia Financing Co., Ltd., a corporation ("Concordia"), is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about July 6, 2003 David or Maridee Ridgeway 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 David or Maridee Ridgeway 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 David or Maridee Ridgeway 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 David or Maridee Ridgeway monthly payments in an amount equal to the interest payments Concordia

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has been making to David or Maridee Ridgeway. 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: _____

David or Maridee Ridgeway

**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 6, 2003*, by and between Concordia Financing Co., Ltd., a corporation ("Concordia"), and *David or Maridee Ridgeway* is hereby amended in the following respects:

RECITALS

A. WHEREAS on or about *July 6, 2003*, Concordia and *David or Maridee Ridgeway* 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 *David or Maridee Ridgeway's* investment balance. *David or Maridee Ridgeway* 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



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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 \$47,426.90 to \$7,951.92.

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 *David or Maridee Ridgeway*. In the event that *David or Maridee Ridgeway* 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.

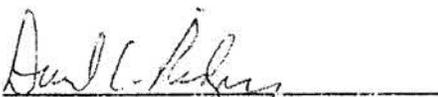
11. By execution of this Second Amendment, David or Maridee Ridgeway hereby releases Concordia, its officers, directors, agents and employees, from any and all liability under the original Agreement except as herein amended.

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: 
David or Maridee Ridgeway