

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address John H. Kim, Esq. (SBN. 219975) jkim@cookseylaw.com COOKSEY, TOOLEN, GAGE, DUFFY & WOOG 535 Anton Boulevard, 10th Floor Costa Mesa, CA 92626 Telephone: (714) 431-1100 Facsimile: (714) 431-1119 <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Ford Motor Credit Company LLC	FOR COURT USE ONLY
UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION	
In re: THE TULVING COMPANY, INC. Debtor(s).	CASE NO.: 8:14-bk-11492-ES CHAPTER: 7 <div style="text-align: center; padding: 10px;"> NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (PERSONAL PROPERTY) </div> DATE: 07/08/2014 TIME: 9:30 am COURTROOM: 5A

Movant: Ford Motor Credit Company LLC

1. NOTICE IS HEREBY GIVEN to the Debtor and trustee (if any)(Responding Parties), their attorneys (if any), and other interested parties that on the above date and time and in the stated courtroom, Movant in the above-captioned matter will move this court for an order granting relief from the automatic stay as to Debtor and Debtor's bankruptcy estate on the grounds set forth in the attached motion.

2. Hearing Location:

- | | |
|---|--|
| <input type="checkbox"/> 255 East Temple Street, Los Angeles, CA 90012
<input type="checkbox"/> 21041 Burbank Boulevard, Woodland Hills, CA 91367
<input type="checkbox"/> 3420 Twelfth Street, Riverside, CA 92501 | <input checked="" type="checkbox"/> 411 West Fourth Street, Santa Ana, CA 92701
<input type="checkbox"/> 1415 State Street, Santa Barbara, CA 93101 |
|---|--|

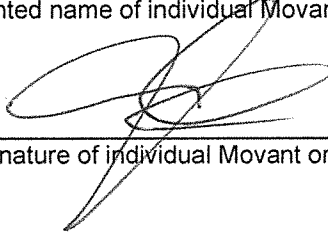
This form is mandatory. It has been approved for use in the United States Bankruptcy Court for the Central District of California.

3. a. This motion is being heard on REGULAR NOTICE pursuant to LBR 9013-1. If you wish to oppose this motion, you must file a written response to this motion with the court and serve a copy of it upon the Movant's attorney (or upon Movant, if the motion was filed by an unrepresented individual) at the address set forth above no less than 14 days before the above hearing and appear at the hearing of this motion.
- b. This motion is being heard on SHORTENED TIME. If you wish to oppose this motion, you must appear at the hearing. Any written response or evidence must be filed and served:
- at the hearing at least _____ days before the hearing.
- (1) A Motion for Order Shortening Time was not required (according to the calendaring procedures of the assigned judge).
- (2) A Motion for Order Shortening Time was filed per LBR 9075-1(b) and was granted by the court.
- (3) A Motion for Order Shortening Time has been filed and remains pending. Once the court has ruled on that Motion, you will be served with another notice or an order that will specify the date, time and place of the hearing on the attached motion and the deadline for filing and serving a written opposition to the motion.
4. You may contact the Clerk's Office or use the court's website (www.cacb.uscourts.gov) to obtain a copy of an approved court form for use in preparing your response (optional LBR form F 4001-1.RESPONSE), or you may prepare your response using the format required by LBR 9004-1 and the Court Manual.
5. If you fail to file a written response to the motion or fail to appear at the hearing, the court may treat such failure as a waiver of your right to oppose the motion and may grant the requested relief.

Date: 5/30/14

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG
Printed name of law firm (if applicable)

John H. Kim, Esq.
Printed name of individual Movant or attorney for Movant


Signature of individual Movant or attorney for Movant

MOTION FOR RELIEF FROM STAY

Movant: Ford Motor Credit Company LLC

1. **The Property at Issue:** Movant moves for relief from the automatic stay with respect to the following personal property (Property):

Vehicle (*describe year, manufacturer, type, and model*): 2010 Ford E350

Vehicle Identification Number: 1FTSE3EL7ADA77019

Location of vehicle (if known):

Equipment (*describe manufacturer, type, and characteristics*):

Serial number(s):

Location (if known):

Other Personal Property (*describe type, identifying information, and location*):

2. **Case History:**

a. A voluntary An involuntary petition under chapter 7 11 12 13 was filed on (*specify date*): 03/10/2014

b. An order of conversion to chapter 7 11 12 13 was entered on (*specify date*):

c. Plan was confirmed on (*specify date*):

d. Other bankruptcy cases affecting this Property have been pending within the past two years. See attached declaration.

3. **Grounds for Relief from Stay:**

a. Pursuant to 11 U.S.C. § 362(d)(1), cause exists to grant Movant the requested relief from stay as follows:

(1) Movant's interest in the Property is not adequately protected.

(a) Movant's interest in the Property is not protected by an adequate equity cushion.

(b) The fair market value of the Property is declining and payments are not being made to Movant sufficient to protect Movant's interest against that decline.

(c) No proof of insurance re the Property has been provided to Movant, despite borrower's obligation to insure the collateral under the terms of Movant's contract with Debtor.

(d) Payments have not been made as required by an adequate protection order previously granted in this case.

(2) The bankruptcy case was filed in bad faith to delay, hinder or defraud Movant.

(a) Movant is the only creditor or one of very few creditors listed on the master mailing matrix.

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- (b) The Property was transferred to Debtor either just before the bankruptcy filing or since the filing.
- (c) Non-individual entity was created just prior to bankruptcy filing for the sole purpose of filing bankruptcy.
- (d) Other bankruptcy cases have been filed asserting an interest in the same Property.
- (e) The Debtor filed what is commonly referred to as a "face sheet" filing of only a few pages consisting of the Petition and a few other documents. No schedules or Statement of Affairs (or Chapter 13 Plan, if appropriate) has been filed.
- (3) (*Chapter 12 or 13 cases only*)
- (a) Postconfirmation plan payments have not been made to the standing trustee.
- (b) Postconfirmation payments required by the confirmed plan have not been made to Movant.
- (4) The lease has been rejected or deemed rejected by operation of law.
- (5) For other cause for relief from stay, see attached continuation page.
- b. Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtor has no equity in the Property; and pursuant to 11 U.S.C. § 362(d)(2)(B), the Property is not necessary for an effective reorganization.
4. Movant also seeks annulment of the stay so that the filing of the bankruptcy petition does not affect postpetition acts, as specified in the attached Declaration(s).
5. **Evidence in Support of Motion: (*Important Note: Declaration(s) in support of the Motion MUST be attached hereto.*)**
- a. Movant submits the attached Declaration(s) on the court's approved forms (if applicable) to provide evidence in support of this Motion pursuant to LBRs.
- b. Movant submits the attached supplemental Declaration(s) under penalty of perjury, to provide additional admissible evidence in support of this Motion.
- c. Movant requests that the court consider as admissions the statements made by Debtor under penalty of perjury concerning Movant's claims and the Property set forth in Debtor's schedules. Authenticated copies of the relevant portions of the schedules are attached as Exhibit._____.
- d. Other evidence (*specify*): Kelley Blue Book Auto Market Report attached as Exhibit "C"
6. An optional Memorandum of Points and Authorities is attached to this Motion.

WHEREFORE, Movant prays that this court issue an order terminating or modifying the stay and granting the following (specify forms of relief requested):

1. Relief from the stay allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies to repossess and sell the Property.
2. Annulment of the stay so that the filing of the bankruptcy petition does not affect postpetition acts, as specified in the attached declaration.

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3. Additional provisions requested:

- a. That the 14-day stay prescribed by FRBP 4001(a)(3) be waived.
- b. That extraordinary relief be granted as set forth in the attachment (*attach optional LBR form F 4001-1.EXT.RELIEF.ATTACH*).
- c. For other relief requested, see attached continuation page.

4. If relief from stay is not granted, Movant respectfully requests the court to order adequate protection.

Date: 5/30/14

Respectfully submitted,

Ford Motor Credit Company LLC

Printed name of Movant

COOKSEY, TOOLEN, GAGE, DUFFY & WOOG

Firm name of attorney for Movant (if applicable)



Signature

John H. Kim, Esq.

Printed name of individual Movant or attorney for Movant

PERSONAL PROPERTY DECLARATION

I, Danielle Walker, declare as follows
(Print Name of Declarant)

1. I have personal knowledge of the matters set forth in this Declaration and, if called upon to testify, I could and would competently testify thereto. I am over 18 years of age. I have knowledge regarding Movant's interest in the Property that is the subject of this motion because (specify):

- I am the Movant and owner of the Property.
- I manage the Property as the authorized agent for the Movant.
- I am employed by the Movant as (state title and capacity): Account Services Representative
- Other (specify):

2. I am one of the custodians of the books, records and files of Movant as to those books, records and files that pertain to loans, leases, or extensions of credit given to Debtor concerning the Property. I have personally worked on books, records and files, and as to the following facts, I know them to be true of my own knowledge or I have gained knowledge of them from the business records of Movant on behalf of Movant, which were made at or about the time of the events recorded, and which are maintained in the ordinary course of Movant's business at or near the time of the acts, conditions or events to which they relate. Any such document was prepared in the ordinary course of business of Movant by a person who had personal knowledge of the event being recorded and had or has a business duty to record accurately such event. The business records are available for inspection and copies can be submitted to the court if required.

3. The Property that is the subject of this Motion is:

- Vehicle (describe year, manufacturer, type, model and year): 2010 Ford E350

Vehicle Identification Number: 1FTSE3EL7ADA77019
Location of vehicle (if known):

- Equipment (describe manufacturer, type, and characteristics):

Serial number(s):
Location (if known):

- Other Personal Property (describe type, identifying information, and location):

4. Debtor listed the Property on Schedule B did not list the Property on Schedule B.

5. The nature of Debtor's interest in the Property is:

- a. Sole owner
- b. Co-owner
- c. Lessee

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d. Other (*specify*): Buyer

6. The lease was rejected on (*specify date*) _____:

a. by operation of law.

b. by order of the court.

7. Movant has a perfected security interest in the Property.

a. The Property is a motor vehicle, boat, or other property for which a title certificate is provided for by state law. True and correct copies of the following items are attached to this motion:

(1) Certificate of title ("pink slip") attached as exhibit "A".

(2) Vehicle or other lease agreement attached as exhibit "B".

(3) Security agreement attached as exhibit _____.

(4) Other evidence of perfection attached as exhibit _____.

b. The Property is equipment, intangibles, or other personal property for which a title certificate is not provided for by state law. True and correct copies of the following items are attached:

(1) Security agreement attached as exhibit _____.

(2) UCC-1 financing statement attached as exhibit _____.

(3) UCC financing statement search results attached as exhibit _____.

(4) Results of search of recorded or filed leases attached as exhibit _____.

(5) Other evidence of perfection of a security interest attached as exhibit _____.

c. The Property is consumer goods. True and correct copies of the following items are attached:

(1) Credit application attached as exhibit _____.

(2) Purchase agreement attached as exhibit _____.

(3) Account statement showing payments made and balance due attached as exhibit _____.

(4) Other evidence of perfection of a security interest (*if necessary under state law*) attached as exhibit _____.

Other liens against the Property are set forth on the attached continuation page.

8. Status of Movant's debt:

a. A true and correct copy of the promissory note or other document that evidences the debt owed by Debtor to Movant is attached as exhibit "B".

b. Amount of current monthly payment: \$ 648.17

c. Number of payments that have come due and were not made: 3

d. Last payment received on (specify date): 02/11/2014

9. Attached hereto as exhibit "E" is a true and correct copy of a POSTPETITION payment history that accurately reflects the dates and amounts of all payments made by the Debtor since the petition date.

10. Amount of Movant's debt:

- a. Principal:.....\$ 13,384.17
- b. Accrued interest:\$ _____
- c. Costs (attorney's fees, late charges, other costs):.....\$ _____
- d. Advances (property taxes, insurance):\$ _____
- e. TOTAL CLAIM as of 05/27/2014 :.....\$ 13,384.17

f. Future payments due by time of anticipated hearing date (if applicable):
An additional payment of \$648.17 will come due on 06/20/2014 and on the 20th day of each month thereafter. If the payment is not received by the N/A day of the month, a late charge of \$ N/A would be due under the terms of the loan.

11. (Chapter 7 and 11 cases only) The fair market value of the Property is: \$ 14,400.00. This valuation is based upon the following supporting evidence:

- a. This is the value stated for collateral of this year, make, model, and general features in the reference guide most commonly used source for valuation data used by Movant in the ordinary course of its business for determining the value of this type of collateral. True and correct copies of the relevant excerpts of the most recent edition are attached as exhibit "C".
- b. This is the value determined by an appraisal or other expert evaluation. A true and correct copy of the expert's report or declarations attached as exhibit _____.
- c. Debtor's admissions in the Schedules filed in the case. A true and correct copy of the relevant portions of the Debtor's Schedules are attached as exhibit _____.
- d. Other basis for valuation (specify):

NOTE: If valuation is contested, supplemental declarations providing additional foundation for the opinions of value should be submitted

12. Calculation of equity in Property:

- a. By subtracting the total amount of all liens from the value of the Property as set forth in Paragraph 11 above, I calculate that the Debtor's equity in the Property is \$ 1,015.83 (11 U.S.C. § 362(d)(2)(A)).
- b. I calculate that the value of the "equity cushion" in the Property exceeding Movant's debt and any lien(s) senior to Movant is \$ 1,015.83 (11 U.S.C. § 362(d)(1)).

13. The fair market value of the Property is declining based on/due to:
Debtor's use and aging of vehicle.

14. (Chapter 12 or 13 cases only) Chapter 12 or 13 case status information:

a. 341(a) meeting currently scheduled for (or concluded on) the following date: _____
Confirmation hearing currently scheduled for (or concluded on) the following date: _____
Plan confirmed at hearing on the following date (if applicable): _____

b. Postpetition/preconfirmation payments due BUT REMAINING UNPAID since the filing of the case:

(Number of) _____ payment(s) due at \$ _____ each = \$ _____
(Number of) _____ payment(s) due at \$ _____ each = \$ _____
(Number of) _____ late charge(s) at \$ _____ each = \$ _____
(Number of) _____ late charge(s) at \$ _____ each = \$ _____

c. Postpetition/preconfirmation advances or other charges due but unpaid: \$ _____
(See attachment for details of type and amount.)

TOTAL POSTPETITION/PRECONFIRMATION DELINQUENCY: \$ _____

d. Postconfirmation payments due BUT REMAINING UNPAID since plan confirmation (if applicable):

(Number of) _____ payment(s) due at \$ _____ each = \$ _____
(Number of) _____ payment(s) due at \$ _____ each = \$ _____
(Number of) _____ late charge(s) at \$ _____ each = \$ _____
(Number of) _____ late charge(s) at \$ _____ each = \$ _____

e. Postconfirmation advances or other charges due but unpaid: \$ _____
(See attachment for details of type and amount.)

TOTAL POSTCONFIRMATION DELINQUENCY: \$ _____

f. The claim is provided for in the chapter 12 or 13 Plan. Plan payment history is attached as exhibit _____.

g. See attached Declaration(s) of chapter 12 or 13 trustee regarding receipt of payments under the plan (attach LBR form F 4001-1.DEC.AGENT.TRUSTEE).

15. Movant has not been provided with evidence that the Property is currently insured, as required under the terms of the loan.

16. Movant seeks annulment of the automatic stay so that the filing of the bankruptcy petition does not affect any and all of the enforcement actions that were taken after the filing of the bankruptcy petition in this case.

a. These actions were taken by Movant without knowledge of the bankruptcy filing, and Movant would have been entitled to relief from stay to proceed with these actions.

b. For other facts justifying annulment, see attached continuation page.

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

5-29-14 _____
Date Printed Name Signature
Danielle Walker
Danielle Walker

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

535 Anton Boulevard, 10th Floor; Costa Mesa, CA 92626

A true and correct copy of the foregoing document entitled: **NOTICE OF MOTION AND MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER 11 U.S.C. § 362 (with supporting declarations) (PERSONAL PROPERTY)** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) 5/30/14, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Andrew S. Bisom, Attorneys for Debtor, abisom@bisomlaw.com
Nancy S. Goldenberg & Elizabeth A. Lossing, Attorney for U.S. Trustee, nancy.goldenberg@usdoj.gov;
elizabeth.lossing@usdoj.gov
U.S. Trustee (LA), ustpregion16.la.ecf@usdoj.gov

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 5/30/14, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Debtor:	Attorney for Debtor:	U.S. Bankruptcy Judge:
The Tulving Company Inc.	Andrew S. Bisom, Esq.	Honorable Erithe A. Smith
P.O. Box 6200	The Bisom Law Group	U.S. Bankruptcy Court
Newport Beach, CA 92658	8001 Irvine Center Drive,	411 West Fourth Street, Ste. 5040
	Ste. 1170	Santa Ana, CA 92701
	Irvine, CA 92618	

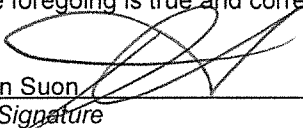
Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

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

5/30/14 Dalin Suon
Date Printed Name


/s/ Dalin Suon
Signature

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

In re The Tulving Company, Inc.
Bankruptcy Case No.: 8:14-bk-11492-ES

ADDITIONAL SERVICE INFORMATION-

I. SERVED VIA ECF-

Candice Bryner, candice@brynerlaw.com
Stephen L Burton, steveburtonlaw@aol.com
Matthew B Learned, bknotice@mccarthyholthus.com
Gary A Pemberton, gpemberton@shblp.com
Robert J Pfister, rpfister@ktbslaw.com
Michael B Reynolds, mreynolds@swlaw.com
Linda F Cantor, lcantor@pszjlaw.com
Lawrence J Hilton, lhilton@oneil-llp.com
R. Todd Neilson (TR), tneilson@brg-expert.com

II. SERVED BY U.S. MAIL-

Trustee:

R. Todd Neilson (TR)
BRG, LLP
2049 Century Park East, Suite 2525
Los Angeles, CA 90067
The Tulving Company Inc. Agent for

Service of Process:

HANNES TULVING JR
750 W 17TH ST STE A
COSTA MESA CA 92627

Attorneys for Trustee:

Linda F Cantor, ESQ
Pachulski Stang Ziehl & Jones LLP
10100 Santa Monica Blvd 13th Flr
Los Angeles, CA 90067

List of Creditors Holding 20 Largest Unsecured Claims-

John Frankel
c/o Nokes & Quinn
410 Broadway, Ste. 200
Laguna Beach, CA 92651

Kenneth W. Stach
c/o The Clinebell Law Firm
P.O. Box 3808
San Clemente, CA 92674

Alfred J. Olsen
c/o Burch & Cracchiolo, P.A.
702 East Osborn Road
Phoenix, AZ 85014

Kristian & Jennifer Assaley
c/o Candice Bryner, Esq.
900 Roosevelt
Irvine, CA 92620

Willis G. Eshbaugh Jr.
c/o Candice Bryner, Esq.
900 Roosevelt
Irvine, CA 92620

Victor Hannan
c/o Kronenberger Rosenfield, LLC
150 Post Street, Ste. 520
San Francisco, CA 94108

Leo Gushgarian
11 Ridgeline
Newport Beach, CA 92660

- Debtor only listed the above creditors on their List of Creditors Holding 20 Largest Unsecured Claims.

EXHIBIT "A"

RETAIL INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE
Main Document Page 13 of 19

Buyer Name and Address: THE TULVING COMPANY, 750 W 17TH ST # A, COSTA MESA, CA 92627
Co-Buyer Name and Address: HANNES TULVING, 1112 1/2 GLENFRONT, NEWPORT BEACH, CA 92663
Creditor/Seller Name and Address: THEODORE ROBINS FORD, 1160 HANCOCK BLVD, COSTA MESA, CA 92627

Table with columns: New Used, Year, Make and Model, Odometer, Vehicle Identification Number, Primary Use For Which Purchased. Row 1: NEW, 2010, FORD, E-350 3D, 607, 1FT3E3E17D4Y7019, personal, family or household.

FEDERAL TRUTH-IN-LENDING DISCLOSURES table showing Annual Percentage Rate (1.90%), Finance Charge (\$1,846.32), Amount Financed (\$37,043.20), Total of Payments (\$39,890.20), and Total Sale Price (\$39,890.20).

YOUR PAYMENT SCHEDULE WILL BE: Table with columns: Number of Payments, Amount of Payments, When Payments Are Due. Shows 59 payments of \$648.17 starting 12/20/2010.

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amount paid to others). Lists items like Cash Price of Motor Vehicle and Accessories (\$30,668.00), Cash Price Vehicle (\$28,958.00), and various fees.

Table with columns: Description, Amount. Lists items like Total Cash Price (\$36,641.52), Amount Paid to Insurance Companies, and Amount Financed (\$37,043.20).

BUYER'S ASSUMPTION OF RISK: I HEREBY RELEASE THE SELLER FROM ALL LIABILITY FOR THE LOSS OF OR DAMAGE TO THE VEHICLE...
AUTO BROKER FEE DISCLOSURE: If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker...

SELLER'S RIGHT TO CANCEL: If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back of this agreement shall apply...

OPTION: You may no finance charge if the Amount Financed, item 7, is paid in full on or before...
THE BUYER'S CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT...

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and signed by you and us...

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement...

THE ANNUAL PERCENTAGE RATE may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION! California law does not provide for a "cooling-off" or other cancellation period for vehicle sales...

BUYER SIGNATURE: THE TULVING COMPANY, Date 11/05/2010
CO-BUYER SIGNATURE: HANNES TULVING, Date 11/05/2010

OTHER OWNER SIGNATURE: _____
GUARANTEE: To insure us as to the vehicle to be sold, each person who signs as a Guarantor knowingly guarantees the payment of this contract...

SELLER SIGNATURE: THEODORE ROBINS FORD, Date 11/05/2010

ORIGINAL LIENHOLDER

Exhibit A
Page 1 of 2

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENT INFORMATION
a. How We Will Figure Finance Charge. We will figure the Finance Charge on a daily basis on the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor-Seller may receive part of the Finance Charge.

2. YOUR OTHER PROMISES TO US
a. If the vehicle is damaged, destroyed, or missing, You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE
In the event of total or partial loss of the vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds from insurance settlement and deductible. THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT. An optional loan contract (loan cancellation contract) for coverage of the gap amount may be offered for an additional charge.

b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to rent, lease, or transfer any interest in the vehicle of this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES
a. You may owe late charges. You will pay a late charge on each late payment as shown on the front of this contract. If you pay late, we may also take the steps described below.
b. You may have to pay all you owe at once. If you break your promise (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to restate this contract.

1. If you do not have the vehicle returned to us, you will pay a late charge. If you do not have the vehicle returned to us, you will pay a late charge. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay that amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.

4. WARRANTIES SELLER DISCLAIMS
If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranty, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.
Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del contrato de venta. La información del formulario de la ventanilla deja sin efecto toda declaración en contrario contenida en el contrato de venta.

6. Applicable Law. Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from entering any of our rights under this contract without losing them. For example, we may accept the time for making some payments without extending the time for making others.

7. Warranties of Buyer. You promise you have given true and correct information on your application for credit, and you have no knowledge that will make this information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1608.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE
CLAIM PROCEDURE
If you become disabled, you must tell us right away. You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by the location where we would like to be notified. We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 60 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given. If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel
a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract to a lender. If Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel this contract.
b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller wishes to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give you back to you all consideration received by Seller, including any trade-in vehicle.
c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
d. While the vehicle is in your possession, at the time of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

ARBITRATION CLAUSE PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER OR ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Form with fields for Seller (THEODORE ROBINS INC.), Buyer (Name, Address, City, State, Zip), and Date. Includes checkboxes for assigned with recourse and assigned with assignment.

Exhibit A
Page 2 of 2

EXHIBIT "B"

**NOTICE OF TRANSFER AND
 RELEASE OF LIABILITY**

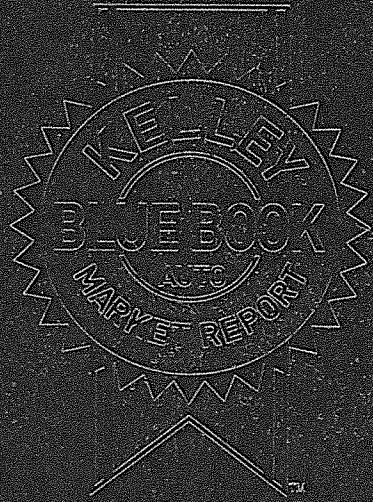
MAIL THIS FORM TO DMV

A. NEW OWNER'S LAST NAME (OR) COMPANY NAME FIRST
 B. NEW OWNER'S ADDRESS APT NUMBER
 C. ODOMETER READING (NO TENTHS)
 D. CITY STATE ZIP CODE
 E. DATE OF SALE OR LEASE RETURN
 F. SELLER'S OR LESSEE'S LAST NAME (OR) COMPANY NAME FIRST
 G. SELLING PRICE (NO CENTS) WHOLE DOLLARS
 H. SELLER'S OR LESSEE'S ADDRESS APT NUMBER
 I. SELLER'S OR LESSEE'S SIGNATURE
 J. CITY STATE ZIP CODE
 VEHICLE ID NUMBER YR. MODEL MAKE PLATE NUMBER
 1FTSE3EL7ADA77019 2010 FORD 30536B1

REG 138A (REV. 8/2007)

STATE OF CALIFORNIA
CERTIFICATE OF TITLE VEHICLE HISTORY
 191101207A6
 COMMERCIAL
 VEHICLE ID NUMBER 1FTSE3EL7ADA77019 YR. MODEL MAKE 2010 FORD PLATE NUMBER 30536B1
 BODY TYPE MODEL VN AX UNLADEN WEIGHT 205189 G FUEL G TRANSFER DATE FEES PAID \$589 REGISTRATION EXPIRATION DATE 08/31/2011
 YR 1ST SOLD 2010 HZ CLASS YR MO EQUIPMT/TRUST NUMBER RZ ISSUE DATE 12/17/10
 MOTORCYCLE ENGINE NUMBER ODOMETER DATE 11/22/2010 ODOMETER READING 687 MI
 ACTUAL MILEAGE
 REGISTERED OWNER(S)
 TULVING CO/
 TULVING HANNES
 750 W 17TH ST A
 COSTA MESA CA 92627
 I certify (or declare) under penalty of perjury under the laws of the State of California that THE SIGNATURE(S) BELOW RELEASES INTEREST IN THE VEHICLE.
 1a. DATE X SIGNATURE OF REGISTERED OWNER
 1b. DATE X SIGNATURE OF REGISTERED OWNER
 Federal and State law requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.
 The odometer now reads 687 (no tenths), miles and to the best of my knowledge reflects the actual mileage unless one of the following statements is checked.
 WARNING Odometer reading is not the actual mileage. Mileage exceeds the odometer mechanical limits.
 I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 DATE TRANSFEROR/VEHICLE SIGNATURE(S) DATE TRANSFEREE/BUYER SIGNATURE(S)
 X X
 PRINTED NAME OF SELLER OR AGENT SIGNING FOR A COMPANY PRINTED NAME OF BUYER OR AGENT SIGNING FOR A COMPANY
IMPORTANT READ CAREFULLY
 Any change of Lienholder (holder of security interest) must be reported to the Department of Motor Vehicles within 10 days.
 LIENHOLDER(S)
 FORD MTR CRDT CO
 PO BX 105704
 ATLANTA
 GA 30348
 Exhibit B
 Page 1 of 1
 2. X Signature releases interest in vehicle. (Company names must be countersigned)
 Release Date CA 128095272
 019061 REG. 17.30R6 (REV.7/07)
KEEP IN A SAFE PLACE - VOID IF ALTERED

EXHIBIT "C"



OFFICIAL GUIDE

Over 85 Years

May 2014

2008 - 2014 USED CAR VALUES

Western Edition

Exhibit C

Page 1 of 2

2010 FORD

Table listing vehicle models (e.g., FLEX-V6, EXPEDITION 4WD, TRANSIT CONNECT) with columns for VIN, W.B., Wt., List, Auction, Lending, and Sug. Retail.

See Pages 4-5 for Value Definitions

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0514A

2010 FORD

Table listing vehicle models (e.g., RANGER SUPER CAB PICKUP, REGULAR CAB PICKUP) with columns for VIN, W.B., Wt., List, Auction, Lending, and Sug. Retail.

See Back Pages For Truck Equipment

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TRUCKS & VANS

TRUCKS & VANS

Exhibit C Page 2 of 2