COMMONWEALTH OF MASSACHUSETTS

BERKSHIRE, ss.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO.

NISSAN MOTOR ACCEPTANCE COMPANY LLC,

Plaintiff,

v.

BELLA AUTO GROUP, LLC (dba Bella Nissan of Pittsfield)

Defendant.

VERIFIED COMPLAINT

Plaintiff Nissan Motor Acceptance Company LLC ("NMAC" or "Plaintiff") brings this action to recover from Defendant Bella Auto Group, LLC (dba Bella Nissan of Pittsfield) ("Bella Nissan") for their failure to satisfy obligations owed to Plaintiff under several agreements memorializing an automobile floorplan finance arrangement. Plaintiff asserts claims for replevin and injunctive relief. Plaintiff intends to promptly file an arbitration pursuant to paragraph 7.32 of the Wholesale Agreement (defined herein), but brings the present action pursuant to the Wholesale Agreement's paragraph 3(a) of Exhibit A attached thereto, which excludes injunctive relief as part of arbitration, as further discussed herein.

PARTIES

1. NMAC is a limited liability company organized under the laws of the State of Delaware.

2. Bella Nissan is a corporation organized under the laws of the Commonwealth of Massachusetts with a principal place of business in Pittsfield, Massachusetts, Berkshire County.

EC

JURISDICTION AND VENUE

3. This Court has subject jurisdiction pursuant to G.L. c. 212, § 3 because Plaintiff's damages exceed $50,000.

4. Venue in this Court is proper pursuant to G.L. c. 223, § 1 because Bella Nissan has its usual place of business in Pittsfield, Massachusetts, Berkshire County.

FACTS

Mechanics of "Floor Plan" or "Inventory" Financing

5. NMAC provides floor plan financing, which is also known as "flooring" or automobile inventory lending. By floor plan financing, automobile dealers receive loans from NMAC to pay vehicle manufacturers for the purchase of new vehicles. When a dealer sells a "floored" vehicle, it must repay the loan owed to NMAC for that vehicle within deadlines contractually agreed to by the dealer. NMAC has a security interest in the vehicle to secure the loan payment. If the dealer fails to repay the flooring loan after the dealer sells the vehicle, effectively converting the borrowed loan funds to its own use, the dealer breaches its financing agreement with NMAC and is said to be "sold out of trust" or "SOT". Because the floored vehicles are NMAC's primary collateral for repayment of the flooring loans, it demands immediate payment of SOT obligations.

6. The process by which a dealer obtains financing for used vehicles differs from the process by which it obtains new vehicles, but the lending is similar. On their own initiative, dealers search for, select, and purchase used vehicles from auctions and other sources. To purchase these vehicles, dealers must request funding from NMAC to add those used vehicle purchases to their floor plan. As is the case for new vehicles, when a used vehicle is sold the dealer contractually agrees to timely pay NMAC the flooring loan for that used vehicle.

7. Under floor financing, NMAC requires a dealer to pay the unpaid balance of any flooring loan with respect to a vehicle at or near the date on which the vehicle was sold, leased, or placed into use by the dealer. Failure to comply with this payment obligation constitutes a breach of the financing agreements. If a vehicle is sold, leased, or otherwise unaccounted for, and the outstanding balance is not paid off as required, the vehicle is deemed SOT. In addition to payment of flooring loans as vehicles are sold, the dealer must pay interest on the total principal balance of all the flooring loans. Interest is due on a monthly basis.

8. NMAC's normal custom and practice is to conduct periodic inventory or vehicle "audits" to count the vehicles on the dealer lot to confirm that dealer-borrowers are complying with their loan repayment requirements. These inventory audits can occur as infrequently as twice per year, or as often as once or more per month. During its inventory audits, NMAC's auditors visit the dealership to count the vehicles and determine whether a dealer-borrower is repaying NMAC in compliance with its obligations. If NMAC discovers a sold vehicle for which loan repayment is due, or if NMAC identifies a vehicle which has been removed from the dealership premises, NMAC makes demand for payment of the flooring loan for that vehicle at the conclusion of the audit. If the loan repayment is not made, then the vehicle is deemed SOT.

9. NMAC suffers harm when a dealer sells a vehicle "SOT" because said vehicles are NMAC's collateral. A SOT is a serious breach of the financing agreement because doing so renders the dealer's debt to NMAC unsecured.

Wholesale Financing Agreement

10. On or about December 2, 2024, Bella Nissan entered into an Automotive Wholesale Financing and Security Agreement (the "Wholesale Agreement") whereby NMAC agreed to finance Bella Nissan's acquisition of new and used automobiles, trucks, and other vehicles. A

copy of the Wholesale Agreement is attached hereto as **Exhibit 1** and incorporated herein by reference.

11. In consideration of NMAC's agreement to finance Bella Nissan's business, and to secure Bella Nissan's obligations under the Wholesale Agreement, Bella Nissan granted NMAC a security interest in the following:

> 2.4.1 Property, including all automobiles, trucks, truck-tractors, trailers, semi-trailers, buses, mobile homes, motor homes, other vehicles and other merchandise, and all parts, accessories, attachments, components, supplies, and furnishings whether or not affixed thereto or used in connection therewith, including all goods hereafter added to or acquired in replacement or substitution of the foregoing, whether or not inventory or other and whether or not new, used, repossessed, surrendered, consigned, on order, in transit, or other;
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> 2.4.2 All leases and rental contracts of DDL Vehicles entered into by Dealer, and all lease and rental payments and other charges due or to become due under any lease or rental contracts of such vehicles;
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> 2.4.3 All other goods, including without limitation, all inventory, machinery, equipment, tools, appliances, supplies, and office furniture and fixtures, including all goods hereafter added to or acquired in replacement of the foregoing;
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> 2.4.4 All accounts, accounts receivable, chattel paper, security agreements, instruments, contract rights, leases of property, all rentals due or to become due under any lease of any property, all other rentals, policies and certificates of insurance, deposit accounts, investment property, dealer reserve accounts, manufacturer's statements of origin (MSO's) or certificates of title or ownership relating to vehicles, bills of sale, receipts, journals, records, files, books and ledger sheets, records indicating, summarizing or evidencing Dealer's business operations or financial condition and all computer programs, disk or tape files, printouts, runs or other computer-prepared information and the equipment containing such information, documents and general intangibles, including all monies and credits now due or to become due to Dealer from, and all claims against, vendors or inventory or other lending institutions;
>
> 2.4.5 All other assets of Dealer, with the exception of real property, but including fixtures; and
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> 2.4.6 All cash and non-cash proceeds of the foregoing or any portion thereof, including without limitation all rents, proceeds of sale, exchange, or other disposition of any vehicle (whether or not such sale, exchange, or disposition is authorized under this Agreement), proceeds of proceeds, goods received in trade, claims and tort recoveries, insurance proceeds, refunds of insurance premiums,

proceeds derived from such Dealer's sale or assignment of chattel paper, and all cash and other funds held in all deposit accounts in which proceeds may be deposited.

(collectively referred to as the "Collateral" with the vehicle collateral referred to from time to time as the "Vehicle" or "Vehicles").

12. NMAC perfected its security interests in the Collateral by filing UCC-1 financing statements and amendments with the Office of the Secretary of the Commonwealth of Massachusetts. NMAC filed its original UCC-1 financing statement on November 27, 2024 under filing number 202415318110. A copy of NMAC's UCC-1 financing statement is attached hereto as **Exhibit 2** and incorporated herein by reference.

13. Paragraph 2.3.2 of the Wholesale Agreement required Bella Nissan to promptly pay NMAC the amount due, plus any interest, related to any property upon that property's disposition.

14. In the event of Bella Nissan's default, the Wholesale Agreement's paragraph 5.2.2 permits NMAC to accelerate and declare immediately due and payable the unpaid balance of all indebtedness owing to NMAC, plus any accrued interest and charges, without notice.

15. The Wholesale Agreement's paragraph 5.2.5 provides that, upon Bella Nissan's default, NMAC may take possession of the Vehicles and other Collateral. At NMAC's request, Bella Nissan must assemble the Vehicles and other Collateral and make them available to NMAC for repossession.

16. The Wholesale Agreement's paragraph 7.32 provides that "THE PARTIES HEREBY AGREE TO RESOLVE CERTAIN CLAIMS BY BINDING ARBITRATION PURSUANT TO THE TERMS CONTAINED IN EXHIBIT A."

17. The Wholesale Agreement's Exhibit A paragraph 3(a) provides that certain matters will not be subject to arbitration, including "an action for temporary, provisional, or emergency injunctive relief or other equitable relief in order to preserve the status quo, secure or protect assets

or property… [including a claim for] replevin of the Property, the Collateral, or related security interests… or prevent irreparable harm prior to arbitration."

Capital Loan

18. On or about December 2, 2024, NMAC and Bella Nissan entered into a Capital Loan and Security Agreement (the "Capital Loan Agreement"). A copy of the Capital Loan Agreement is attached hereto as **Exhibit 3** and incorporated herein by reference.

19. Under the Capital Loan Agreement, NMAC lent Bella Nissan $850,000 to be repaid with interest.

20. The Capital Loan Agreement includes a cross-default provision whereby a default under any security document or other agreement between NMAC and Bella Nissan constitutes a default under the Capital Loan Agreement, thus entitling NMAC to accelerate the loan balance.

21. Under the Capital Loan Agreement, Bella Nissan granted NMAC a security interest in specific collateral, the description of which is substantially similar to that of the Collateral in the Wholesale Agreement.

Continuing Guaranty

22. On or about December 2, 2024, Javier Columbie ("Columbie") executed a Continuing Guaranty Agreement (the "Continuing Guaranty") in favor of NMAC whereby Columbie agreed to personally guaranty all of Bella Nissan's present and future obligations and liabilities to NMAC. A copy of the Continuing Guaranty is attached hereto as **Exhibit 4** and incorporated herein by reference.

Bella Nissan's Defaults

23. On May 19, 2026, NMAC conducted a wholesale inventory audit of Bella Nissan. Based on that audit, NMAC determined that Bella Nissan had sold Vehicles and failed to promptly pay NMAC after receipt of the sale proceeds in violation of the Wholesale Agreement. Bella

Nissan received proceeds from the sales of these Vehicles but failed to make any payments to NMAC.

24. In a May 20, 2026 letter, NMAC informed Bella Nissan that it was in default under the Wholesale Agreement. NMAC demanded that Bella Nissan cure its defaults by the 2:00 PM CDT on May 21, 2026. A copy of that letter is attached hereto as **Exhibit 5** and incorporated herein by reference.

25. Bella Nissan failed to comply with that demand.

26. As of June 3, 2026, Bella Nissan has sold eighteen (18) Vehicles SOT and has failed to pay NMAC the full amount financed for said Vehicles, which is now due, totaling $744,362.00. In addition, Bella Nissan has failed to make TRAC lease payments, totaling $20,098.40, floorplan charges, totaling $142,191.77, and capital loan payments, totaling $632,672.89.

27. Bella Nissan has failed to cure its defaults owed to NMAC under the Loan Documents.

28. NMAC has demanded that Bella Nissan pay the past due amounts owing on its obligations but, despite this demand, Bella Nissan refused to do so.

COUNT I
Replevin

29. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1 through 29 as if fully set forth herein.

30. NMAC is the owner and registered title holder of each Vehicle that Bella Nissan has sold SOT.

31. Under the Wholesale Agreement, NMAC is entitled to immediately recover and repossess the Vehicles.

32. Under the Wholesale Agreement, Bella Nissan is required to make the Vehicles available at a place designated by NMAC.

33. Despite repeated demands for payment and return of the Vehicles, Bella Nissan remains in possession of the Vehicles, or the proceeds of the sales of said Vehicles, and has refused to make the Vehicles available to NMAC.

34. Thus, NMAC is entitled to replevin of the Vehicles from Bella Nissan and to take possession of the same.

COUNT II
Preliminary and Permanent Injunctive Relief

35. Plaintiff repeats and incorporates by reference the allegations in paragraphs 1 through 35 as if fully set forth herein.

36. Bella Nissan's conduct, as alleged herein, has caused and will continue to cause permanent and irreparable harm to Plaintiffs if they are not otherwise enjoined from continuing to possess the Vehicles and continuing to sell Vehicles SOT, among other violations.

37. The Vehicles in Bella Nissan's possession continue to depreciate in value, causing a corresponding depreciation of NMAC's Collateral securing Bella Nissan's obligations.

38. NMAC has no adequate remedy at law for the injuries that it will suffer if Bella Nissan retains the Vehicles and other Collateral in defiance of NMAC's rights because Bella Nissan's solvency and ability to pay NMAC damages is in comprised. Thus, it will be impossible for NMAC to determine the precise amount of damages it will suffer if Bella Nissan's conduct is not enjoined.

39. NMAC's rights are also in jeopardy because the Vehicles can be easily removed and hidden.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Honorable Court grant the following relief:

1. Enter judgment in Plaintiff's favor against Bella Nissan under Count I by ordering the return of all Vehicles and Collateral and awarding Plaintiff all fees costs and fees associated with bringing this claim;

2. Enter judgment in Plaintiff's favor against Bella Nissan under Count II by immediately enjoining Bella Nissan, including its principals, agents, employees, or other representatives, from selling, diverting, commingling, depositing, spending, or otherwise disposing of proceeds of the lease, sale or other disposition of any and all Vehicles and other personal property of Bella Nissan in which NMAC has a security interest, and from doing anything with the proceeds and other income of the same, other than paying them to NMAC or depositing the same into this Court; and

3. That this Court order such other and further relief as it deems just and proper.

Respectfully submitted,

Nissan Motor Acceptance Company LLC,

By its attorneys,

/s/ Kevin P. Polansky

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Dated: June 3, 2026

VERIFICATION

The undersigned, Gregory Brown, who being first duly sworn upon his oath, deposes and says that he has read the foregoing Plaintiff's Complaint, that (i) he has personal knowledge of the factual averments contained herein based on his role and responsibilities as Manager of Special Credit for Plaintiff, or based on Plaintiff's business records; (ii) that he is authorized to verify such factual averments on behalf of Nissan Motor Acceptance Company LLC; and (iii) that the factual averments contained therein are true and correct to the best of his knowledge, information, and belief.

Name: Gregory Brown
Title: Manager of Special Credit

Sworn to and subscribed before me
this 2nd day of June 2025.

Notary Public

My commission expires: At death

JORDYN KRATZBERG - #189813
NOTARY PUBLIC
MY COMMISSION IS FOR LIFE
JEFFERSON PARISH, LA

EXHIBIT 1

Automotive Wholesale Financing and Security Agreement

This Agreement between NISSAN MOTOR ACCEPTANCE COMPANY LLC including its INFINITI FINANCIAL SERVICES division ("**NMAC**"), and BELLA AUTO GROUP, LLC ("**Dealer**"), describes the terms and conditions of NMAC's agreement to establish and maintain for Dealer a wholesale line of credit.

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings stated below:

1.1 "**Advance**" means any loan or extension of credit made by NMAC to or on behalf of Dealer under this Agreement.

1.2 "**Agreement**" means this Automotive Wholesale Financing and Security Agreement, as amended from time to time by written amendments, by NMAC Bulletins, or by written notice from NMAC to Dealer as described in Section 2.2.

1.3 "**Charges**" is defined in Section 2.2.

1.4 "**Collateral**" is defined in Section 2.4.

1.5 "**Control**" (including the terms "Controlling," "Controlled," and "under common Control") means the possession, directly or indirectly, of the power to direct or cause direction of any person, whether through ownership of equity interests, by contract, or otherwise.

1.6 "**DDL Line**" means the line of credit established by NMAC for the financing of DDL Vehicles purchased by Dealer.

1.7 "**DDL Vehicle**" or "**Dealer Daily Loaner Vehicle**" means a motor vehicle utilized by Dealer for the purpose of lease or rental in the ordinary course of Dealer's business, or, as otherwise authorized by NMAC, for the disposition of the vehicles in used condition upon their return to Dealer by Dealer's customers.

1.8 "**Dealer's Address**" is Dealer's chief executive office, or if none, the principal place of business, which is stated on the signature page of this Agreement.

1.9 "**Dealer Affiliate**" means any entity operating a vehicle dealership Controlling, Controlled by or under common Control of Dealer.

1.10 "**Dealership Location**" means Dealer's Address and any other location where Property may be located. Dealer has disclosed all such locations on the attached Schedule 1.

1.11 "**Disposition**" means any sale, lease, transfer or other disposition of Property.

1.12 "**Effective Date**" is defined in Article 6.

1.13 "**Floorplan Financing Update**" means a written schedule from NMAC to Dealer that sets forth certain terms and conditions of this Agreement, or changes thereto, at any time in NMAC's sole discretion. The Floorplan Financing Update, if any, as may be changed, modified, amended, or replaced from time to time, will become part of this Agreement and incorporated herein as though set forth in full, upon delivery to Dealer in accordance with this Agreement.

1.14 "**Generally Accepted Accounting Principles**" means accounting principles described as generally accepted in currently effective statements of the Auditing Standards Board of the American Institute of Certified Public Accountants.

1.15 "**Guarantor**" means any person who has signed a guaranty of the Indebtedness.

1.16 "**Indebtedness**" means all obligations of Dealer for (i) the repayment of all Advances now outstanding or made in the future; (ii) the repayment of any other indebtedness or obligations of Dealer to NMAC now existing or arising in the future, direct or indirect, absolute or contingent, liquidated or unliquidated, whether arising under this Agreement or under any other agreement, including any guarantees of the indebtedness of others, and further including interest and fees that accrue after the commencement by or against Dealer or Dealer Affiliate of any proceeding under any bankruptcy or other insolvency law naming such person or entity as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; and (iii) performance of all other obligations of Dealer to NMAC in connection with the financing of Property for Dealer.

1.17 "NNA" means Nissan North America, Inc., including its Infiniti Division.

1.18 "**NMAC Bulletins**" means the NMAC bulletins and special announcements that are issued and distributed by NMAC or its agent to Dealer from time to time, which may include rates, program rules, instructions and conditions for NMAC programs and financing arrangements.

1.19 "**Operating Account**" means the deposit account with an FDIC insured depository institution into which Dealer shall deposit all Proceeds from the sale or other disposition of Collateral.

1.20 "**Permitted Liens**" means (i) liens for taxes or governmental assessments, charges, or levies the payment of which is not at the time due and owing, (ii) liens incurred in the ordinary course of business in connection with worker's compensation, unemployment insurance, and other similar programs, or to secure the performance of tenders, statutory obligations, and surety and appeal bonds, (iii) liens in favor of NMAC, (iv) inchoate statutorily created liens, (v) liens granted to secure indebtedness permitted by Subsection 3.3.2(r) herein (but only on) the assets acquired with the proceeds of such indebtedness, (vi) liens expressly approved in writing by NMAC including but not limited to any lien shown on any lien search submitted by Borrower to NMAC and approved by NMAC in writing prior to the date hereof, and (vii) such other liens created under or expressly permitted by this Agreement.

1.21 "**Proceeds**" means proceeds as defined in the Uniform Commercial Code in effect in the state of Dealer's Address.

1.22 "**Property**" means all of Dealer's new and used automobiles, trucks, other motor vehicles and merchandise purchased or obtained with financing provided by NMAC under this Agreement, whether or not Dealer plans to sell, lease, rent, or otherwise dispose of or use (for demonstration, display, or otherwise) such Property, and whether or not Dealer holds such Property as inventory or equipment.

1.23 "**Rate**" is defined in Section 2.2.

1.24 "**Telematics Data**" means information supplied by a telecommunications system installed on or affixed to Property, including current and historical location, operational, performance, diagnostic, user, and other associated information.

1.25 "**Uniform Commercial Code**" and "**UCC**" means the Uniform Commercial Code in effect in the state of Tennessee. The parties intend that the terms used herein which are defined in the UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the UCC in the future is amended or held by a court to define any term used herein more broadly or inclusively than the UCC in effect on the date of this Agreement, then such term, as used herein, shall be given such broadened meaning, and if the UCC in the future is amended or held by a court to define any term used herein more narrowly or less inclusively then the UCC in effect on the date of this Agreement, such amendment or holding shall be disregarded in defining terms used in this Agreement. Unless the context otherwise requires, all capitalized terms not specifically defined herein which are defined in the UCC shall have the meanings stated therein.

1.26 "**Vendor**" means a manufacturer, distributor or other seller (including any seller in an auction) of the Property.

1.27 "**Wholesale Floor Plan Payoff Policy**" means NMAC's then current policy applicable to Dealer for Dealer's delivery of payment to NMAC following a Disposition of Property. The Wholesale Floor Plan Payoff Policy may be established by NMAC's initial approval letter for Dealer's wholesale line of credit, by NMAC Bulletins, or by other written notice to Dealer. The Wholesale Floor Plan Payoff Policy does not in any way alter or limit NMAC's general right to obtain repayment of all Advances and all other Indebtedness arising under this Agreement on demand.

2. TERMS AND CONDITIONS OF FINANCING

2.1 **Advances Made by NMAC.** Subject to the terms and conditions of this Agreement and each of the other documents, instruments, and agreements executed in connection with this Agreement (collectively, the "**Financing Documents**"), and provided there does not exist a Default hereunder or any condition, action, or failure to act which, with the passage of time, service of notice, or both, will constitute a Default hereunder, Dealer may from time to time request Advances from NMAC for the purchase of Property by the Dealer or, in the case of DDL Vehicles, a transfer of the outstanding balance of such vehicle(s) from the Dealer's "New" line to its DDL Line. Such requests may be made (i) by direct request from Dealer to NMAC or (ii) a request by any Vendor from whom Dealer purchased or may purchase Property, made in any manner permitted hereunder (i.e., orally, in writing, or by email) that NMAC finances, or confirms that it will finance, the payment for Property supplied to Dealer by such Vendor. Prior to any Advance, NMAC shall have received from Dealer such other approvals, opinions, or documents as it may reasonably request. NMAC, in its sole discretion, shall have the right to determine the extent to which, the terms and conditions on which, and the period for which it will make Advances. NMAC may at any time in its sole discretion establish, rescind or change limits or the extent to which financing accommodations under this Agreement will be made available to Dealer. NMAC may make an Advance by paying the invoice amount of Property ordered by or shipped to Dealer by a Vendor of such Property, or, in the case of DDL Vehicles transferring the outstanding balance of such vehicle(s) from the Dealer's "New" line to its DDL Line. NMAC may pay to any such Vendor the invoice amount, and NMAC shall be fully protected in relying in good faith upon any invoice or advice from any Vendor that the Property described on the invoice has been ordered by or shipped to Dealer and the invoice amount is correctly stated. Any invoice amount or other amount advanced by NMAC concerning any Property to any such Vendor shall be an Advance made by NMAC to Dealer under this Agreement and shall be repayable by Dealer according to the requirements of this Agreement. NMAC shall furnish statements to Dealer of Advances made by NMAC to Dealer. Dealer shall review any such statement promptly upon receipt, and advise NMAC in writing of any discrepancy. If Dealer fails to advise NMAC of any discrepancy in any such statement within 10 calendar days from Dealer's receipt of the statement, the statement shall be deemed to be correct and conclusive evidence of Advances by NMAC to Dealer under this Agreement unless Dealer or NMAC establishes by a preponderance of evidence that such Advances were not made or were made in different amounts than shown on the statement.

The acceptance by Dealer of the proceeds of any Advance shall be deemed to constitute as of the date of acceptance: (A) a representation and warranty by Dealer that all conditions to making such Advance set forth in this Agreement have been satisfied, and (B) a confirmation by Dealer of the granting and continuance of the lien in favor of NMAC created by this Agreement and the other Financing Documents.

2.2 **Interest Rate and Charges**. All Advances shall bear interest from the date of the Advance to the date of repayment in good funds by Dealer at the rate established by NMAC in an NMAC Bulletin, Floorplan Financing Update, or as otherwise provided in writing from time to time to Dealer (the "**Rate**"). The "**Default Rate**" means the Rate which would otherwise have been applied, plus additional interest in increments of one percent (1%) not to exceed five percent (5%) per annum as determined by NMAC in its sole discretion, as the Dealer may be notified in writing by NMAC from time to time; provided, however, notwithstanding anything to the contrary herein, in no event will the rate of interest payable by Dealer to NMAC under this Agreement exceed the maximum contract rate permitted by applicable law. Any amount not paid when due shall, at NMAC's option, bear interest at the Default Rate. Interest shall be calculated daily on the unpaid principal balance owed at the close of business each day. Dealer shall never be required to pay interest that exceeds the maximum interest permitted by applicable law.

If any payment is not received in full by NMAC on the date when due, then in addition to interest accruing at the Default Rate on such overdue payment from the date due until paid, Dealer shall also pay to NMAC a late charge in an amount equal to four percent (4%) of the amount of such overdue payment. For so long as any Default exists under this Agreement, regardless of whether or not there has been an acceleration of the Indebtedness evidenced by this Agreement, and at all times after the maturity of the indebtedness evidenced by this Agreement (whether by acceleration or otherwise), and in addition to all other rights and remedies of NMAC hereunder, interest shall accrue on the outstanding principal balance hereof at the Default Rate, and such accrued interest shall be immediately due and payable. Dealer acknowledges that it would be extremely difficult or impracticable to determine NMAC's actual damages resulting from any late payment or Default, and such late charges and accrued interest are reasonable estimates of those damages and do not constitute a penalty.

In addition to interest, Dealer shall pay all fees, charges, and/or any other things of value, if any, contracted for, charged, taken, received, or reserved by NMAC in connection with the transactions relating to this Agreement and the other Financing Documents (collectively, "**Charges**"), whether for service, insurance, or otherwise, established by NMAC from time to time for Dealer. NMAC shall advise Dealer by NMAC Bulletin or otherwise in writing of changes in the Rate and Charges. Changes in the Rate and Charges shall be effective from the date stated in the notice. If, upon receiving any notice advising Dealer of an increase in the Rate or Charges, Dealer wishes to terminate this Agreement, Dealer may do so by paying to NMAC in good funds, within 10 calendar days after receipt of the notice, the full unpaid balance outstanding under this Agreement and all other amounts due or to become due under this Agreement.

If by the terms of this Agreement, Dealer at any time is required or obligated to pay interest on the principal at a rate in excess of such maximum rate, then the rate of interest hereunder shall be deemed to be reduced immediately and automatically to such maximum rate, interest payable hereunder shall be computed at such maximum rate, and any prior interest payment made in excess of such maximum rate shall be immediately and automatically applied to, and shall be deemed to have been payment made in reduction of, the principal. If the principal under this Agreement has been indefeasibly paid in full, then Lender may, at its election, refund to Dealer any prior interest payment made in excess of such maximum rate or credit that amount to any other Indebtedness of Dealer to NMAC.

2.3 **Payments by Dealer**.

2.3.1 **Amounts Due**. The total amount outstanding from time to time of all Advances shall be a single obligation of Dealer, even though Advances are made from time to time. The total amount of all Advances, or any portion of that amount as demanded, together with accrued interest and Charges, shall be payable by Dealer to NMAC upon demand. Dealer shall pay NMAC the interest earned and accrued on the unpaid balance of all Advances during a calendar month upon the earlier of NMAC's demand or the 15th day of the following month. Application of payments to particular obligations shall be in NMAC's sole discretion.

Solely with respect to DDL Line Advances, Dealer hereby agrees to pay to NMAC or its order the amount financed by NMAC for the purchase of each DDL Vehicle (the "**Amount Financed**") in eleven (11) successive monthly installments, followed by one final installment equal to the then unpaid Indebtedness for such DDL Vehicle, together with all accrued and unpaid interest thereon, all as billed by NMAC. Payments hereunder shall include curtailments of each Amount Financed at the rate of two percent (2.0%) per month to the final installment. The unpaid balance of each Amount Financed, if any, shall be due and payable on the date the final installment with respect thereto shall be due, together with interest thereon at the interest rate as described in Section 2.2. Curtailment and interest payments with respect to each Amount Financed shall be due and payable on the 15th day of each month, commencing in the calendar month following the month in which the Advance on such DDL Vehicle is made.

2.3.2 **Repayment Upon Disposition of Property**. Upon any Disposition of Property, Dealer shall promptly pay NMAC the amount due related to the item sold, together with interest, in accordance with NMAC's Wholesale Floor Plan Payoff Policy, subject to NMAC's general right to obtain repayment of all Advances and all other Indebtedness arising under this Agreement on demand. If Dealer is in Default, upon NMAC's request, Dealer shall, on or before the close of the next business day following any such Disposition, pay NMAC the entire proceeds of such Disposition. Nothing in this Agreement shall be deemed to authorize any Disposition of any Property while Dealer is in Default without NMAC's written consent. Dealer shall also pay NMAC, upon demand, the full amount of any rebate, refund or other credit received by Dealer related to any Property financed under this Agreement.

2.3.3 **Reinstatement**. If, for any reason, any portion of any payment to NMAC is set aside or restored, whether voluntarily or involuntarily, then the Indebtedness intended to be satisfied by that payment shall be revived and continued in full force and effect as if the payment had not been made, and Dealer shall be liable for the full amount NMAC is required to repay plus any and all costs and expenses (including all attorneys' fees (whether in-house or outside) paid by NMAC in connection with any related litigation or resolution of such claims).

2.4 **NMAC's Security Interest**. As security for the repayment of the Indebtedness, interest thereon, and the strict observance and performance of Dealer's other obligations in connection with this Agreement, Dealer grants to NMAC, its successors and assigns, a security interest in all of the following assets of Dealer, no matter where located or when acquired by Dealer (the "**Collateral**"):

2.4.1 Property, including all automobiles, trucks, truck-tractors, trailers, semi-trailers, buses, mobile homes, motor homes, other vehicles and other merchandise and all parts, accessories, attachments, components, supplies, and furnishings whether or not affixed thereto or used in connection therewith, including all goods hereafter added to or acquired in replacement or substitution of the foregoing, whether or not inventory or other and whether or not new, used, repossessed, surrendered, consigned, on order, in transit, or other;

2.4.2 All leases and rental contracts of DDL Vehicles entered into by Dealer, and all lease and rental payments and other charges due or to become due under any lease or rental contracts of such vehicles;

2.4.3 All other goods, including without limitation, all inventory, machinery, equipment, tools, appliances, supplies, and office furniture and fixtures, including all goods hereafter added to or acquired in replacement of the foregoing;

2.4.4 All accounts, accounts receivable, chattel paper, security agreements, instruments, contract rights, leases of property, all rentals due or to become due under any lease of any property, all other rentals, policies and certificates of insurance, deposit accounts, investment property, dealer reserve accounts, manufacturer's statements of origin (MSO's) or certificates of title or ownership relating to vehicles, bills of sale, receipts, journals, records, files, books and ledger sheets, records indicating, summarizing or evidencing Dealer's business operations or financial condition and all computer programs, disk or tape files, printouts, runs or other computer-prepared information and the equipment containing such information, documents and general intangibles, including all monies and credits now due or to become due to Dealer from, and all claims against, vendors of inventory or other lending institutions;

2.4.5 All other assets of Dealer, with the exception of real property, but including fixtures; and

2.4.6 All cash and non-cash proceeds of the foregoing or any portion thereof, including without limitation all rents, proceeds of sale, exchange, or other disposition of any vehicle (whether or not such sale, exchange, or disposition is authorized under this Agreement), proceeds of proceeds, goods received in trade, claims and tort recoveries, insurance proceeds, refunds of insurance premiums, proceeds derived from such Dealer's sale or assignment of chattel paper, and all cash and other funds held in all deposit accounts in which proceeds may be deposited.

2.5 **Purchase Money Security Interest**. Any security interest in any item of Property shall be deemed a purchase money security interest to the extent of the Advance made to enable Dealer to acquire such item of Property. All payments of Indebtedness to NMAC shall be deemed applied in such order and manner as to preserve such purchase money priority notwithstanding the manner in which NMAC, for mutual convenience of the parties hereto, may record such payment. Notwithstanding that all Collateral secures all Indebtedness, it is the intent of the parties that each item of Property first secure the purchase money Indebtedness to which it relates.

2.6 **Pre-Filed Financing Statements; Perfection**. Dealer hereby approves and ratifies any financing statement (or amendment) pre-filed by NMAC prior to the authentication of this Agreement by such Dealer. NMAC may file whatever financing and continuation statements, amendments, and other documents it deems necessary and proper to perfect and continue perfection of NMAC's security interest in the Collateral.

3. DEALER'S RESPONSIBILITIES WITH RESPECT TO PROPERTY AND OTHER COLLATERAL

3.1 **Dealer's Possession and Sale of Property**.

3.1.1 Unless and until all of the Indebtedness is irrevocably repaid, Dealer shall hold and keep all Property and the Proceeds thereof in trust for the benefit of NMAC. Identifiable proceeds of Collateral shall be accounted for to NMAC upon request, and payment shall be made upon demand by NMAC. Dealer's possession of the Property shall be for the sole purpose of storing and exhibiting the Property for sale or lease in the ordinary course of Dealer's business or, in the case of demonstration and DDL Vehicles to be loaned, leased, or rented to the Dealer's customers, as the case may be. Dealer shall keep all new Property new and in an unused condition (except for demonstration vehicles and DDL Vehicles, which Dealer may use according to NMAC's policy for such vehicles or as otherwise set forth in this Agreement) and all used Property in at least as good condition as when it was acquired by Dealer. Dealer shall keep all Property at a Dealership Location except for demonstration vehicles and DDL Vehicles when in use by Dealer's customers. All Property and Dealer's books and records pertaining to the Property may be inspected by NMAC on or off the Dealer's premises at any time, including through the collection, use, and retention of Telematics Data by NMAC or its agents. Dealer agrees to assist NMAC in whatever way necessary to make such inspection.

3.1.2 Unless and until a Default has occurred, Dealer may sell, lease, or rent (solely with respect to DDL Vehicles) the Property in the ordinary course of Dealer's business, but nothing in this Agreement shall be deemed to waive or release any interest NMAC may have under this Agreement or under any other agreement in any Proceeds of any Property, including any accounts receivable, chattel paper, security agreements, instruments, contract rights, documents, vehicles taken in trade and general intangibles. Dealer shall maintain adequate records of the Disposition of any of the Property. Any and all proceeds of any Disposition of any Property by Dealer shall be fully, faithfully and promptly accounted for and paid by Dealer to NMAC to the extent Dealer owes amounts to NMAC related to any Property. All Proceeds received upon any Disposition of Property shall be received and held by Dealer separate from its own funds in trust for NMAC and deposited into its Operating Account.

3.1.3 Upon the occurrence of a Default, upon NMAC's written request, Dealer shall deliver and cause to be delivered to NMAC a deposit account control agreement ("**DACA**") over its Operating Account that is acceptable to NMAC, where the banking institution ("**Bank**") only accepts disposition instructions from NMAC, without further consent from the Dealer. Dealer authorizes NMAC to obtain on its behalf and, upon NMAC's request, will fully cooperate in having a DACA executed and delivered to NMAC by the Bank and the Dealer. If the Bank is unwilling or unable to execute an acceptable DACA for any reason, then Dealer shall immediately close the Operating Account with such Bank, open a new Operating Account with a Bank acceptable to NMAC and cooperate, upon NMAC's request, in having a DACA over the new Operating Account delivered to NMAC. Dealer's failure to immediately comply with NMAC's requests pursuant to this Subsection 3.1.3 shall constitute a Default and NMAC shall have the right to replace any Operating Account and execute in such Dealer's name a DACA pursuant to the power of attorney granted to NMAC under this Agreement.

3.1.4 Except with respect to (a) use of DDL Vehicles for lease or rental to customers, (b) Property demonstrations in the ordinary course of Dealer's business, and (c) when required to remove or transport the Property from a freight depot or the like to a Dealership Location, Dealer shall not use or operate, or permit the use or operation of, any Property for any other purpose without NMAC's express prior written consent in each case. Dealer shall not use any Property illegally, improperly or for hire. As used in Section 3.1 "sale in the ordinary course of Dealer's business" includes only: (i) a bona fide retail sale to a purchaser for his, her, or its own use at the fair market value of the Property sold; (ii) an occasional sale of any Property to another dealer at a price not less than Dealer's cost of the Property sold, provided the sale is not a part of a plan or scheme to liquidate all or any portion of Dealer's business; or (iii) an occasional trade of any Property to another dealer for Property having a value equal to or greater than Dealer's cost of the traded Property. "Lease in the ordinary course of Dealer's business" includes only a bona fide lease to a lessee for his, her, or its own use at a fair rental value of the Property leased.

3.2 **Expenses for Protection of Collateral; Reimbursement**. All expenses of protecting, storing, warehousing, insuring, handling, maintaining, and shipping any Collateral, and any and all excise, property, sales, use, or other taxes imposed by any governmental authority on any of the Collateral, in respect of the ownership, sale, or lease thereof, or otherwise in respect of the business operations of Dealer which could result in the imposition of any lien upon the Collateral if unpaid (except such taxes which are being contested in good faith and for which Dealer has set aside proper amounts on its books), shall be borne and paid by Dealer. If Dealer fails to promptly pay any portion of the foregoing charges and expenses when due, NMAC may, at its option, but shall not be required to, pay the same. All sums so paid or incurred by NMAC for any of the foregoing shall be repayable upon demand and shall be considered Advances to Dealer pursuant to the terms of this Agreement with interest thereon at the Rate applicable to Advances hereunder until fully reimbursed to NMAC. NMAC shall not be liable or responsible in any way for the safekeeping of any of the Collateral or for any loss or damage thereto or for any diminution in the value thereof, or for any act or default of any warehouseman, carrier, forwarding agency, or other person whomsoever.

3.3 **Dealer's Representations, Warranties, and Covenants.**

3.3.1 Dealer represents and warrants that:

a) **Dealer Approval.** The execution and delivery of this Agreement and the performance of all of Dealer's obligations hereunder have been duly approved by all requisite actions of Dealer. NMAC need not look behind the signers for Dealer to this Agreement to verify their authority.

b) **Marketable Title.** Dealer has good and marketable title to and is the owner of all the Collateral and, except for Permitted Liens, the Collateral is subject to no other claims, liens, encumbrances, rights of third parties or security interests.

c) **Financing Statements.** No financing statement covering any of the Collateral or any proceeds thereof is on file in any public office in the Dealer's state of organization or any other state or jurisdiction except for those filed in connection with Permitted Liens.

d) **Valid Leases.** Each lease or other agreement of rental of any vehicle financed by NMAC under this Agreement will be genuine, legally valid, and enforceable, and each such item has been or promptly will be delivered to the lessee thereunder.

e) **No Other Security Interest.** No lease or other agreement of rental for such vehicle financed by NMAC has been or will be placed in the hands of any other party as security for the payment of any monies alleged to be due to such party.

f) **Certificate of Title.** For each DDL Vehicle, a certificate of title to each vehicle evidencing the security interest of NMAC hereunder has been or immediately will be applied for by Dealer if permitted by law.

g) **Execution of Financing Documents.** The execution, delivery and performance by Dealer of the Financing Documents does not and will not (i) violate any provision of law or the charter documents of Dealer, (ii) violate any order of any court or other agency of any federal or state government to which Dealer is a party or by which its properties or assets are bound, (iii) conflict with, result in a breach of, or constitute (with passage of time or delivery of notice or both), a default under any material indenture, agreement or other instrument to which Dealer is a party of by which its properties or assets are bound, or (iv) result in the creation or imposition of any lien or other encumbrance of any nature whatsoever upon any of the properties or assets of Dealer (except as contemplated in the Financing Documents).

h) **Enforceability of Financing Documents.** The Financing Documents have been duly executed and are valid and binding obligations of Dealer fully enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to the rights of creditors generally and subject to the availability of equitable remedies and the application of equitable principles.

i) **Licenses and Approvals.** Dealer has all licenses, franchises, consents, approvals, and authorizations required in connection with the conduct of its business, the absence of which would have a material adverse effect on the conduct of its business, and all such licenses, franchises, consents, approvals, and authorizations are in full force and effect.

j) **Compliance with Statutes and Regulations.** Dealer is not in violation of any statute, ordinance, law, rule regulation, or order of the United States of America, or any federal, state, county, municipal, or other governmental agency or authority applicable to it, its properties or the conduct of its business, which violation could reasonably be expected to have a material adverse effect on its business, and neither the making nor the performance of this Agreement, nor any extension of credit hereunder, requires the consent or approval of any governmental instrumentality, political subdivision, regulatory or administrative agency, or any court of competent jurisdiction.

k) **Perfection of Liens and Security Interests.** Dealer has authority to give a security interest in the Collateral. Dealer has taken (or will take prior to NMAC's making any Advances) all action reasonably necessary to ensure that the liens granted to NMAC hereunder shall constitute perfected liens and security interests in and to the Collateral in favor of NMAC. Upon the Dealer's execution of this Agreement, NMAC shall have a perfected first lien on or security interest in the Collateral and Proceeds thereof.

l) **Dealer Solvency.** Dealer has capital sufficient to carry on its business and transactions and all business and transactions in which it is about to engage, and is now solvent and able to pay its debts as they mature, and Dealer now owns property having a value, both at fair valuation and at present fair salable value, greater than the amount required to pay its debts.

m) **Proper Authorization.** Dealer has duly obtained the consents, permits, licenses, approvals, or authorizations of, or effected the filing, registration, or qualification with, any entity which is required to be obtained or effected by Dealer prior to the execution and delivery of this Agreement and the other Financing Documents to enable Dealer to execute and deliver, and to carry out its obligations under, this Agreement and the other Financing Documents.

n) **Commercial Loan and Collateral.** The Indebtedness and Proceeds of the Advances are being incurred and will be used for commercial purposes and are not a "consumer transaction" or a "consumer-goods transaction" (both as described and defined in the Uniform Commercial Code). All of the Collateral is, has been or will be used, acquired, or held for commercial purposes and does not constitute "consumer goods" (as described and defined in the Uniform Commercial Code). Dealer agrees that the Collateral is now and shall continue to be personal property, no matter how, or to what extent the Collateral is attached to any real property.

o) **No Foreign Person.** Neither Dealer nor any Guarantor is a "foreign person" within the meaning of §1445(f)(3) of the Federal tax code.

p) **Investment Company Act; Other Regulations**. Dealer is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940 and the regulations issued thereunder, each as amended. Dealer is not subject to regulations under any federal or state statute or regulation which limits its ability to incur indebtedness.

q) **ERISA**. Dealer is not and will not be an "employee benefit plan," as defined in §3(3) of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), subject to Title I of ERISA. None of the assets of Dealer constitute or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. §2510.3-101. Dealer is not and will not be a "governmental plan" within the meaning of §3(3) of ERISA. Transactions by or with Dealer are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

r) **Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws**. Neither Dealer, any Guarantor nor, to the best of Dealer's knowledge, after having made diligent inquiry, (i) any person or entity owning a direct or indirect interest in Dealer or any Guarantor or (ii) any Dealer Affiliate: (a) is currently identified on any Office of Foreign Assets Control ("**OFAC**") list, or (b) is a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, anti-money laundering rules, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. At all times throughout the term of this Agreement, none of the funds or assets of Dealer that are used to repay any Indebtedness shall constitute property of, or shall be beneficially owned directly or, to the knowledge of Dealer, indirectly, by any person or entity identified on any OFAC list. Dealer has implemented procedures, and will consistently apply those procedures throughout the term of this Agreement, to ensure the foregoing representations and warranties remain true and correct during the term of this Agreement.

s) ***Unregistered Securities***. Dealer has not (i) issued any unregistered securities in violation of the registration requirements of Section 5 of the Securities Act of 1933, or any other law, or (ii) violated any rule, regulation or requirement under the Securities Act of 1933, or the Securities Exchange Act of 1934.

3.3.2 Dealer covenants that:

a) Dealer shall comply in all material respects with all valid laws and regulations now in effect or hereafter promulgated by any properly constituted governmental authority having jurisdiction, with respect to the Collateral or otherwise, the noncompliance with which would have a material adverse effect on the properties, assets, or condition (financial or otherwise) of Dealer;

b) Except for disputed taxes contested in good faith and for which Dealer has properly reserved the corresponding amount on its annual financial statements in accordance with generally accepted accounting principles, Dealer shall promptly pay or cause to be paid all taxes and other governmental charges, including without limitation documentary stamps and taxes, due in connection with the Collateral and its use or operation or as a result of this Agreement. Dealer shall keep the Collateral free from all liens and encumbrances, except for Permitted Liens, and Dealer shall pay on NMAC's demand as an additional obligation secured under this Agreement any amounts that NMAC may pay to release or discharge any taxes, liens or encumbrances on any Collateral, or on any documents executed in connection with any Collateral;

c) Except for demonstration vehicles, or DDL Vehicles on loan, lease, or rental with customers, Dealer shall keep the Property at all times at a Dealership Location;

d) Except as expressly permitted under Section 3.1, unless Dealer has the prior written consent of NMAC (which consent may be evidenced by NMAC's transfer to Dealer of certificates of title relating to the DDL Vehicles), Dealer shall not, and shall not attempt to sell, transfer, lease, mortgage, pledge, or in any way dispose of all or any part of the Collateral or any interest in the Collateral until Dealer has fully paid the Indebtedness and all other amounts due or to become due under this Agreement with respect to any vehicles to be sold, transferred, or otherwise disposed of;

e) In the event of a Default under this Agreement, and without limiting NMAC's Default remedies, Dealer shall not declare or pay any dividend or make any other distribution on its share capital or other assets; retire or issue any additional shares of its capital stock, membership interests, or other ownership interests; or make any other distribution of profits to or for the benefit of any shareholder, partner, or member;

f) Dealer will not use or permit the use of any item of the Collateral illegally, in violation of any applicable statute, ordinance, or regulation or for any purpose in conflict with the terms of this Agreement;

g) Dealer shall furnish to NMAC such balance sheets, statements of profit or loss, such other statements of Dealer's financing condition and such other information concerning Dealer and its affiliates as NMAC may from time to time request;

h) Dealer shall maintain adequate records for the purpose of identifying any of DDL Vehicles in the possession of third persons under lease or rental, together with the names and addresses of such persons and the respective periods of such leases or rentals and shall furnish such information to NMAC upon its request;

i) If NMAC exercises its right to retake any DDL Vehicle upon Dealer's Default under this Agreement, Dealer agrees to take all actions necessary to cause Dealer's right to possession of any such DDL Vehicle upon the subsequent expiration of any lease or rental thereof to be subordinate and subject to NMAC's rights to retake such DDL Vehicle, and Dealer accordingly hereby authorizes and empowers NMAC in its own name or in the name of Dealer to take any and all action and to do any and all things necessary and properly to effectuate such right to retake such DDL Vehicle upon the expiration of any such lease or rental, and any direct and indirect costs relating to the repossession of said DDL Vehicle by NMAC will be paid by Dealer;

j) Dealer shall from time to time, and immediately on request, sign and execute alone or with NMAC and/or any Dealer customer any financing statement or other document and procure any document deemed necessary or appropriate by NMAC to fully carry out the terms of this Agreement and to protect and perfect the security interest granted under this Agreement against the rights and interests of third persons, and deliver to NMAC or file or record any such financing statement(s) pursuant to NMAC's instructions;

k) Dealer's form of DDL Vehicle lease or rental agreement must be approved by NMAC prior to use. Without limiting the foregoing, no lease or rental agreement shall be entered into if it contains a purchase option or if its maximum term, including all renewals, would exceed thirty (30) days;

l) Dealer shall strictly perform all of its obligations and shall pay without set-off all amounts due from Dealer to NMAC when due;

m) Dealer shall cause to be done all things to preserve and keep in full force and effect its existence and rights, to conduct it business in a prudent manner, and to maintain in full force and effect, and renew from time to time, its franchises, permits, licenses, patents, and trademarks that are necessary to operate its business;

n) Dealer shall promptly notify NMAC in writing of (i) any future event which, if it had existed on the date of this Agreement, would have required qualification of the representations and warranties set forth in this Agreement, and (ii) any material adverse change in the condition, business, and, to the extent reasonably foreseeable, of any material adverse change in the financial prospects of it;

o) Dealer shall promptly notify NMAC of any Default or potential Default hereunder and any demands made upon it by any person for the acceleration and immediate payment of any indebtedness;

p) Dealer shall not, directly or indirectly, (i) purchase, lease, or otherwise acquire any assets except in the ordinary course of business, (ii) sell, lease, transfer, or otherwise dispose of any assets other than in the ordinary course of business, or (iii) merge or consolidate with or into, or enter into any merger or consolidation agreement with any other person without, in each case, NMAC's prior written consent;

q) Except for Permitted Liens, Dealer shall not, directly or indirectly, create, incur, assume, or permit to exist any lien with respect to any Collateral of Dealer purchased directly or indirectly with the Advances;

r) Dealer shall not, directly or indirectly, create, incur, or assume any indebtedness, or otherwise become liable with respect to any indebtedness, without, in each case, NMAC's prior written consent, other than (i) indebtedness now or hereafter payable, directly or indirectly, by Dealer to NMAC, and (ii) unsecured indebtedness and deferred liabilities (other than for borrowed money or represented by bonds or other securities) incurred in the ordinary course of business;

s) Dealer shall not, directly or indirectly, (i) form or acquire any subsidiary, (ii) purchase or otherwise acquire or own any stock or other securities of any other person, or (iii) make or permit to be outstanding any loan or advance (other than trade advances in the ordinary course of business) or enter into any arrangement to provide funds or credit to any other person;

t) Dealer shall not guarantee, directly or indirectly, or otherwise become surety (including, without limitation, liability by way of agreement, contingent or otherwise, to purchase, to provide funds for payment, to supply funds to or otherwise invest in any person, or enter into any working capital maintenance or similar agreement) in respect of any obligation or indebtedness of any other person, except guaranties by endorsement of negotiable instruments for deposit, collection or similar transactions in the ordinary course of business without, in each case, NMAC's prior written consent;

u) Dealer shall not, without NMAC's prior written consent, enter into or become a party to any transaction or arrangement, including, without limitation, the purchase, sale, lease, or exchange of property or the rendering of any service, with any Related Party. "**Related Party**" refers to any person which, directly or indirectly (i) controls or is controlled by or is under common control with Dealer, (ii) owns ten percent (10%) or more of the equity interest of Dealer, or (iii) has ten percent (10%) or more of its equity interest owned by Dealer), except in the ordinary course of business and pursuant to the reasonable requirements of Dealer's business and upon fair and reasonable terms no less favorable to Dealer than would be obtained in a comparable arm's length transaction with a person not a Related Party;

v) Dealer shall not permit its aggregate Indebtedness to NMAC hereunder at any time to exceed the limits of the financing accommodations provided by NMAC under this Agreement, as it may be reduced by NMAC by notice to Dealer, and in the event that such excess exists, Dealer shall upon written notice from NMAC repay to NMAC the amount of such excess immediately after receipt of such notice;

w) Dealer has disclosed on the attached Schedule 1 all locations, other than the Dealer's Address set forth on the first page of this Agreement, where vehicles may be located when in Dealer's physical possession. In addition, Dealer shall deliver to NMAC from time to time upon NMAC's request a schedule of real properties and vehicle locations relating to Dealer's business operations, including a schedule of all real property, storage facilities, or other properties owned or being purchased, rented, or leased by any Dealer or its affiliates, and upon NMAC's request, cause the owner or lessor of each building or other facility in or at which the vehicles may be located, to provide NMAC with, among other things, a written waiver or subordination of any landlord's or other party's lien to which such party may be entitled and access to the building or other facility in order to exercise its rights with regard to the Property, in each case on terms acceptable to NMAC; and

x) Dealer: (i) will keep the terms of this Agreement confidential and will not (except as required by applicable law, regulation, or legal process), without NMAC's prior written consent, disclose any financing terms in any manner whatsoever, in whole or in part, (ii) will not use any financing terms other than in connection with this line of credit; provided, however, that Dealer may reveal the financing terms or portions thereof to Dealer Affiliates, owners, principals, officers, employees, directors, representatives, or agents who (a) need to know the financing terms for the purpose of evaluating accounting records or the line of credit, (b) are informed by such Dealer of the confidential nature of the financing terms, and (c) are directed by such Dealer to treat the financing terms as confidential and in a manner consistent with the terms hereof. Dealer will be responsible for any breach of this subsection by any Dealer Affiliate, owners, principals, officers, employees, directors, representatives, or agents.

3.4 **Risk of Loss and Insurance Requirements**. Dealer shall procure and maintain insurance protecting the respective interests of Dealer and NMAC against all damage to or loss or destruction of the Collateral wherever located (including without limitation, off-lease, repossessed, and other vehicles temporarily located at Dealer's facility), in such form and amounts as NMAC may require and approve from time to time. Dealer shall procure and maintain insurance protecting the interest of Dealer and including NMAC as an additional named insured, in such form and amounts as NMAC may require and approve from time to time, against all liability for claims for injury or damage to persons or property arising in connection with the ownership, use, or operation of the vehicles financed hereunder. All such insurance under this section shall provide that it shall not be cancelable except on thirty (30) days prior written notice to NMAC. Other than any insurance proceeds actually received by NMAC from insurance obtained by NMAC under this Agreement or any other agreement, all Collateral, including Property, shall be at Dealer's sole risk for any loss, destruction or damage. Dealer shall maintain at its own expense liability insurance in form and amounts and with insurance companies as NMAC may reasonably approve from time to time. In addition, Dealer shall insure all Property that is or may be used for demonstration, lease, rental, or operated for any other purpose, against loss, including loss due to collision, subject in each case to the deductible amounts and limitations required by NMAC. If Dealer fails to furnish acceptable evidence of any insurance required by NMAC, NMAC may, but does not have any obligation to, obtain the required insurance at Dealer's expense. NMAC's payment of such expense shall be considered an Advance to Dealer pursuant to the terms of this Agreement. No damage to or loss or destruction of the Collateral shall release Dealer from its obligations under this Agreement.

3.5 **Credits and Setoffs**. All funds, Proceeds, or other property belonging to NMAC, or required to be delivered to NMAC, and received by Dealer shall be received by Dealer in trust for NMAC and shall be paid to NMAC immediately. To the extent not expressly set forth in Section 2.4, Dealer grants to NMAC a security interest in any and all credits, monies or properties of Dealer in the possession or control of NMAC or any affiliate of NMAC, to secure all Indebtedness of Dealer to NMAC, and NMAC may offset and apply any of these credits, monies or properties against any Indebtedness of Dealer to NMAC.

4. INFORMATION CONCERNING DEALER

To obtain financing from NMAC under this Agreement, Dealer submitted information concerning its business organization and financial condition. Dealer certifies and agrees that all information submitted is complete, true and correct in all respects and that the financial information submitted to NMAC, and any other financial information that may be furnished to NMAC at any time in the future, does and shall fairly present the financial condition of Dealer according to Generally Accepted Accounting Principles applied on a consistent basis. Dealer shall submit to NMAC, in a form that is reasonably acceptable to NMAC: (i) within 120 days after the end of Dealer's fiscal year, a complete statement of Dealer's financial condition for that year; (ii) within 15 days after the last day of each calendar month, a balance sheet and profit and loss statement for that preceding month; and (iii) any other business and financial records or reports that NMAC may request. In addition, Dealer agrees to notify NMAC immediately of any material change in its ownership, Control, business organization or financial condition or of any information relating to Dealer previously furnished to NMAC. Dealer acknowledges and intends that NMAC shall rely, and shall have the right to rely, on this information in extending and continuing to extend financing to Dealer. Dealer authorizes NMAC to examine, appraise and verify, through on-site or off-site audits, Telematics Data or other electronic means, contracts with retail purchasers, and otherwise, the existence and condition of all inventory, goods, documents, commercial or other paper and other property in which NMAC has or has had any title, title retention, lien, security or other interest, and all of Dealer's books and records in any way relating to its business. Dealer authorizes NMAC, NMAC's affiliates, and the agents of each to exchange credit, account, inventory, sales, operational and financial information about Dealer and Telematics Data at any time.

5. DEFAULT AND REMEDIES

5.1 **Default**. The happening of any of the following events or conditions is a "**Default**" under this Agreement:

5.1.1 Dealer does not make when due any payment of any sum of money (a) to NMAC which it is obligated to make, whether such payment is due under this Agreement or any other agreement between NMAC and Dealer, or (b) to any other entity which it is obligated to make under this Agreement;

5.1.2 Dealer or any of Dealer's affiliates or guarantors (a) fails to pay any indebtedness (other than Indebtedness and other amounts due under this Agreement) when due, whether at maturity, by acceleration, or otherwise, or (b) fails to perform any term, covenant, or agreement on its part to be performed under any agreement or instrument (other than this Agreement and the other Financing Documents) evidencing, securing, or relating to indebtedness (other than Indebtedness and other amounts due under this Agreement), when required to be performed, or is otherwise in default thereunder, if the effect of such failure is to accelerate, or to permit the holder(s) of such indebtedness or the trustee(s) under any such agreement or instrument to accelerate, the maturity of such indebtedness, unless such failure shall be waived by such holder(s) or trustee(s);

5.1.3 Any event which results in acceleration of the indebtedness owed by Dealer or any affiliate to any creditor or entity;

5.1.4 Any warranty, representation or statement made or caused to be made by Dealer in connection with this Agreement or any other agreement between NMAC and Dealer is or becomes false or breached in any material way;

5.1.5 Dealer or any Dealer Affiliate defaults in the performance of or breaches any of (i) the terms, conditions, covenants under this Agreement or other agreements between NMAC and Dealer or (ii) obligations of Dealer, and such default is continuing and uncured by Dealer to the satisfaction of NMAC within ten (10) days after Dealer receives notice of such default from NMAC, or Dealer attempts to make any assignment or transfer prohibited under Section 7.11 hereof;

5.1.6 Except as otherwise expressly permitted under this Agreement, loss, theft, damage, destruction, sale or encumbrance of any of the Collateral or the making of any levy, seizure or attachment on any of the Collateral without immediate full payment therefor or replacement or repair thereof by Dealer, which payment or replacement or repair is acceptable to NMAC; or the making of any levy, seizure or attachment thereof or thereon; or any attempt to accomplish any of the foregoing;

5.1.7 The commencement of any proceeding under any bankruptcy, reorganization, or insolvency law of the United States, any state or any political subdivision thereof by or against, insolvency of or inability to pay debts as they mature of, Dealer or any guarantor. affiliate or surety for Dealer; appointment of a receiver, trustee, or custodian for Dealer or any Guarantor, affiliate, or surety for Dealer or all or a substantial part of Dealer's or any Guarantor's, affiliate's or surety's property, an assignment by Dealer or any Guarantor, affiliate, or surety for Dealer for the benefit of creditors, or levy of an order of attachment, execution, sequestration, or other order in the nature of a writ on any of the Collateral;

5.1.8 (i) Dissolution, termination of existence, any sale, assignment, or other transfer of the stock of, merger, or consolidation of Dealer or of any Guarantor or surety for Dealer that is a corporation, limited liability company, or a partnership with or into another entity (whether or not Dealer, Guarantor or surety, as the case may be, is the surviving entity); (ii) any sale or transfer of all or any substantial part of the assets of Dealer or any Guarantor or surety for Dealer; (iii) any business failure or cessation of business of Dealer, any Guarantor or surety for Dealer; or (iv) the death or incapacitation of any partner of Dealer or any Guarantor or surety for Dealer if Dealer or such Guarantor or surety is a partnership;

5.1.9 Any guaranty of Dealer's obligations are repudiated, revoked, or terminated, or any Guarantor or surety of Dealer's obligations claims that its guaranty is ineffective or unenforceable, in whole or in part and for any reason, with respect to current or future obligations of Dealer;

5.1.10 Dealer Principal (as designated in the NNA Sales and Service Agreement as contemplated in Section 5.9 below) dies or is incapacitated or otherwise ceases to actively perform as the Dealer Principal of Dealer;

5.1.11 Dealer fails to meet any financial requirements, including (but not limited to) any tangible net worth requirements, any working capital requirements, or any net cash requirements imposed on Dealer by NMAC or by NNA, from time to time;

5.1.12 Revocation, surrender, suspension or termination of any license, certificate, franchise, permit or any agreement necessary to allow Dealer to engage in its business or which materially affects the ability of Dealer to carry on its business as an authorized Nissan and/or Infiniti dealership as it is presently conducted;

5.1.13 The indictment or threatened indictment of Dealer or any officer or partner of Dealer, as applicable, under any criminal statute, or commencement or threatened commencement of criminal or civil proceedings against Dealer or any officer or partner of Dealer, as applicable, pursuant to which statute or proceeding penalties or remedies sought or available include forfeiture of any of the assets of Dealer;

5.1.14 (i) Absent a succession plan previously approved by NMAC and NNA not subject to any ongoing dispute or legal challenge, any death or incapacity of any individual that has previously guaranteed, or is a surety for, the indebtedness under this Agreement; (ii) without the prior written consent of NMAC, any change in ownership resulting in one or more entities or individuals that have not previously guaranteed the indebtedness under this Agreement thereafter having an ownership interest equal to or exceeding a 10% ownership interest in Dealer; or (iii) without the prior written consent of NMAC, any change in active management of Dealer;

5.1.15 Failure to comply with Section 4 of this Agreement;

5.1.16 Any of Dealer's checks are returned as non-sufficient funds from any bank for any reason;

5.1.17 In NMAC's good faith opinion, reasonable grounds for insecurity arise regarding Dealer's performance and adequate assurances are not given by Dealer to NMAC;

5.1.18 NMAC reasonably believes that any of the Collateral is in danger of misuse, loss, seizure, or confiscation, or other disposition not authorized under this Agreement;

5.1.19 NMAC for any reason does not acquire or ever ceases to have a first priority security interest in all of the Collateral, other than as previously disclosed to, and approved by NMAC, in writing;

5.1.20 Any attempt by any other creditor to take or exercise against any of the Collateral, or against any of Dealer's property or assets; or

5.1.21 Any default by Dealer or any Guarantor under any other material loan, indebtedness, obligation, or agreement in favor of any other creditor.

5.2 **Rights and Remedies**.

5.2.1 Whenever a Default occurs, or at any time after a Default has occurred, NMAC at its option and without demand or notice of any kind, may suspend Dealer's financing of one or more lines under this Agreement, and/or terminate this Agreement; provided, however, the rights and remedies to suspend Dealer's financing or terminate this Agreement are created and exist for the benefit, sole discretion and use of NMAC, and NMAC's decision to exercise, not exercise, or delay in exercising the suspension of Dealer's financing or any rights or remedies available to NMAC, shall not operate as a waiver of any rights or remedies by NMAC. NMAC, in considering its rights and remedies after a Default, has no duty or obligation to disclose or share with Dealer any of NMAC's internal communications, options, considerations, alternatives, decision-making processes, thoughts or ideas in its decision to exercise, not exercise, or delay exercising any rights or remedies available to it. Dealer acknowledges and agrees that NMAC has sole and absolute discretion to consider and/or exercise its rights and remedies without any duty or obligation to disclose any of its internal communications, options, considerations, alternatives, decision-making processes, thoughts or ideas in its decision to exercise, not exercise, or delay exercising any rights or remedies available to it.

5.2.2 If there shall occur any Default other than a Default described in 5.1.7, above, NMAC may, at its election and without notice, declare the entire unpaid amount of principal and accrued interest on all Indebtedness then due to NMAC from Dealer to be immediately due and payable (and any amounts which did not theretofore bear interest shall thereafter bear interest, to the extent permitted by law, at the Default Rate), whereupon all Indebtedness shall become and be forthwith due and payable without any further notice, presentment, or demand of any kind, all of which are hereby expressly waived by Dealer;

5.2.3 If there shall occur any Default set forth in 5.1.7 above, all obligations shall automatically become and be immediately due and payable (and any amounts which did not theretofore bear interest shall thereafter bear interest, to the extent permitted by law, at the Default Rate);

5.2.4 NMAC shall have all of the rights and remedies: (i) of a secured party under the Uniform Commercial Code in effect where the applicable Collateral is located; (ii) of a secured party as provided elsewhere within this Agreement or as set forth in any other writing executed by Dealer; and (iii) provided at law or in equity, all in such order and manner as NMAC elects in its sole discretion. Without limitation, upon a Default, Dealer agrees to immediately assemble the Collateral and to make it available to NMAC at a place to be designated by NMAC which is reasonably convenient to both parties;

5.2.5 Without limiting the generality of any of the rights and remedies conferred upon NMAC under this Agreement or under the Uniform Commercial Code, NMAC may enter upon the premises of Dealer or any other location where the Collateral may be stored and take immediate possession of the Collateral, either personally or by means of a receiver appointed by a court therefor, provided that such can be done without a breach of the peace and to remove and subsequently sell, lease, or in any way dispose of the same. Dealer waives, to the extent permitted by law, any notice or hearing with respect to the taking of possession;

5.2.6 NMAC may at any time notify any Dealer customer under any lease or other agreement or rental of any Property, or without limitation any account debtor or obligor on an instrument in connection with the Collateral, to make payment directly to NMAC whether or not Dealer was theretofore making collections on such lease, rental agreement or other Collateral, and NMAC also may take control of any proceeds to which NMAC is entitled under the Uniform Commercial Code;

5.2.7 Dealer does hereby nominate, designate, and appoint NMAC and/or any employee or employees designated by NMAC as Dealer's true and lawful attorney-in-fact with full authority in the place and stead of Dealer to execute, sign, endorse, transfer, or deliver in the name of Dealer notes, checks, drafts, or other instruments for the payment of money and receipts, certificates of origin, applications for certificates of titles, or any other documents or instruments appropriate to evidence, perfect, transfer, and realize upon the security interest granted by Dealer and the other obligations of Dealer under this Agreement; and

5.2.8 All rights and remedies of NMAC shall be cumulative and not in the alternative.

5.3 **Inspect and Monitor Transactions, Appointment of Receiver**. NMAC may, as it deems appropriate, place a representative or contractor at any Dealership Location of Dealer to act as liaison between NMAC and the Dealer, to monitor transactions and to otherwise inspect all business records of Dealer and to monitor all transactions relating to the sale of any item of Collateral given as security under this Agreement. NMAC shall have the right to apply for the appointment of a receiver of Dealer's property, including the Collateral.

5.4 **Bankruptcy**. In the event that a petition is filed by or against Dealer under any provision of Title 11 (the "**Bankruptcy Code**") of the United States Code, or in the event there is an entry of an order for relief respecting Dealer, or in the event of the appointment of a receiver, trustee or custodian for Dealer or in the event that Dealer becomes a debtor in possession, which actions in and of themselves do not constitute a default pursuant to the provisions of the Bankruptcy Code, Dealer, its successor in interest, or any other party succeeding to Dealer's interests shall not under any circumstances sell or in any way dispose of any or all of the Collateral without the prior written consent of NMAC, which may demand (i) the immediate return of the Collateral in the possession of the Dealer or its successor in interest, or (ii) an immediate cash payment of all Indebtedness. The option to accept the return of the Collateral and proceeds shall in no way relieve the Dealer or its successor in interest of any deficiency respecting such Indebtedness.

5.5 **Collection of Payments**. NMAC may directly collect and enforce payment of all tangible or intangible property that may be included, arise from, or in any way accrue from the Collateral or may become due and owing in the future, and may instruct each obligated party to make payment directly to NMAC. NMAC may notify Dealer's account debtors and other payment obligors (including banks and other depositories) to make payment of amounts on which NMAC has a security interest directly to NMAC. This includes notice to any seller, manufacturer, distributor, franchisor, wholesaler, auction, and other supplier or financier of any Collateral, who may be obligated to make any form of payment to Dealer, including payment of so-called "factory credits" or other incentive payments. Dealer unconditionally and irrevocably authorizes and instructs each of its account debtors and payments obligors to make payment directly to NMAC as instructed. NMAC may collect such payments and apply such amounts to the Indebtedness, and NMAC may retain such amounts as cash Collateral.

5.6 **Full Recourse**. Any exercise of NMAC's rights under this Article 5 or the public or private sale or, without limitation, other disposition or use of the Collateral by NMAC shall not impair, constitute a waiver of or otherwise defeat NMAC's rights to charge back to Dealer any uncollected Collateral and to have full recourse against Dealer for any remaining amounts due to NMAC, whether or not in respect of the Collateral sold or otherwise disposed of, or to receive a deficiency in respect thereto.

5.7 **Waiver of Presentment**. Dealer hereby waives, to the extent permitted by law, all rights to notice, presentment, and manner of procedure.

5.8 **Costs and Expenses of Default**. If there is a Default, Dealer shall pay all costs and expenses, including NMAC's attorneys fees and in house counsel fees at prevailing rates, in connection with: (i) any workout, negotiations, or modifications relating to this Agreement; (ii) locating and/or taking possession of any Collateral; (iii) collecting amounts due under this Agreement; and/or (iv) enforcing its rights under this Agreement, in each case including those costs and expenses incurred in bankruptcy proceedings. The security interest granted under this Agreement shall secure, in addition to all other sums of money due under this Agreement, the repayment of all costs of collection and enforcement and all amounts spent by NMAC on behalf of Dealer. Dealer agrees that the sale by NMAC of any new or unused Property repossessed by NMAC to the Vendor of the Property, or to any person designated by such Vendor at the invoice cost to Dealer less any credit granted to Dealer related to the Property and reasonable costs of transportation and reconditioning, shall be deemed a commercially reasonable means of disposing of the Property. Dealer further agrees that if NMAC solicits bids from three or more other dealers in the type of Collateral repossessed by NMAC under this Agreement, any sale by NMAC of such Collateral in bulk or in parcels to the bidder submitting the highest cash bid shall also be deemed a commercially reasonable means of disposing of the Collateral. In any event, it is expressly understood that such means of disposal shall not be exclusive, and that NMAC shall have the right to dispose of any Collateral repossessed under this Agreement by any commercially reasonable means. In addition to all of NMAC's other rights and remedies, Dealer shall be liable for the difference between the amounts obtained by NMAC as a result of the disposition of the Collateral and the amount of the Indebtedness, plus costs of collection, but nothing in this Agreement shall require NMAC to look to any or all of the Collateral in satisfaction of the Indebtedness.

5.9 **Early Termination and Acceleration**. At all times Dealer or a Dealer Affiliate shall hold a valid Dealer Sales and Service Agreement from NNA for the sale of new Nissan and/or Infiniti vehicles and the Dealer or a Dealer Affiliate shall also finance all its new Nissan and/or Infiniti vehicle inventory through a wholesale line of credit with NMAC. If the Dealer or a Dealer Affiliate fails to fully comply with this requirement, or if any default exists under the Dealer's Sales and Service Agreement with NNA or equivalent dealer agreement with its respective manufacturer, NMAC may, at its sole option, but upon written notice, terminate this Agreement and declare all Indebtedness under this Agreement immediately due and payable.

5.10 **Specific Performance**. NMAC may, in addition to filing suit against Dealer seeking money damages, file suit against Dealer before a court of competent jurisdiction seeking specific performance of such Dealer's agreements, covenants, and Indebtedness in favor of NMAC. The parties agree that money damages may be inadequate to compensate NMAC in the event of a Default.

6. EFFECTIVE DATE AND TERM

This Agreement becomes effective as of the date set forth on the signature page upon execution by both parties hereto (the "**Effective Date**") and shall be binding on Dealer and NMAC and their respective successors and assigns from that date until terminated by receipt of written notice by either party from the other or as otherwise provided herein; provided, however, that any such termination shall not relieve either party from any obligation incurred before the termination, nor shall it affect the security interest granted under this Agreement, which shall continue until all outstanding obligations and Indebtedness of Dealer to NMAC are indefeasibly paid in full. Any termination shall not affect the obligations of any Guarantor. Dealer may not borrow any funds hereunder from and after the giving a written notice of termination. Nothing herein shall limit the discretionary nature of any Advances by NMAC hereunder.

7. GENERAL

7.1 **Time of Essence**. Time is of the essence of this Agreement.

7.2 **Waivers**. NMAC may waive any of its rights or any breach or default of Dealer under this Agreement, provided that such waiver will not be effective unless it is in writing, is signed by a duly authorized officer of NMAC, and specifically refers to this Agreement. Waivers may be made in advance or after the right waived has arisen or the breach of default waived has occurred. Any waiver may be conditional. Any waiver of a condition of this Agreement is not a waiver of the remaining portions of this Agreement. Waiver by NMAC of any Default or any other act or omission of Dealer shall not operate as a waiver by NMAC of any other or future Default or act or omission by Dealer, whether or not of the same kind. The exercise of any right or remedy available to NMAC or the failure or delay of NMAC to exercise any right or remedy shall not operate as a waiver of such right or remedy or any other right or remedy.

7.3 **No Accord and Satisfaction**. No receipt or acceptance by NMAC of any payment of any amount in respect of any of Dealer's Indebtedness or obligations which is less than the amount due shall be deemed to be other than on account of the amount due before such receipt, acceptance, or payment, and no endorsement or statement accompanying or in respect of any receipt, acceptance, or payment shall be deemed an accord and satisfaction. Without limitation, NMAC may accept any payment without prejudice to any right it would have but for such acceptance.

7.4 **Remedies of NMAC Cumulative**. The rights and remedies of NMAC set forth in this Agreement are cumulative with one another and with any other rights or remedies which NMAC may have at law, in equity, under any agreements of any type, or otherwise, and the exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time.

7.5 **No Set-Offs**. All amounts due from Dealer to NMAC shall be paid without any set-off, counterclaim, or deduction whatsoever, including amounts held by NMAC in suspense and amounts due from NNA or other affiliates of NMAC.

7.6 **Attorneys' Fees**. Except as provided in Sections 5.8, 2.3.3, and 7.19, if any litigation or other proceeding in connection with or related to this Agreement is commenced, each party shall pay its own related costs and expenses, including without limitation the costs, attorneys' fees, and expenses of investigation, of such party.

7.7 **Warranties**. Although the manufacturers may have made certain warranties as to the Property, none of the manufacturers' warranties are in any way connected with this Agreement.

7.8 **Gender and Number**. In this Agreement (unless the context requires otherwise), the masculine, feminine, and neuter genders and the singular and the plural include one another.

7.9 **Paragraph and Section Headings**. The paragraph and section headings included in this Agreement are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

7.10 **Applicability to Sole Proprietorships**. If Dealer is a sole proprietorship, the warranties and covenants set forth herein shall apply only to matters connected with Dealer's business herein described.

7.11 **Successors and Assigns; Joint and Several Liability**. Any reference to NMAC shall include the successors and assigns of NMAC. If more than one party signs this Agreement on behalf of Dealer, the term "Dealer" shall mean all such parties signing this Agreement and each of them individually, as the context may allow, and all such parties shall be jointly and severally obligated and liable under this Agreement. The covenants and conditions of this Agreement shall apply to and bind Dealer's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of NMAC, its successors and assigns. Dealer shall not assign this Agreement except with the prior written consent of NMAC. Dealer acknowledges and agrees that NMAC may assign this Agreement or any interest hereunder, at any time without notice to or the consent of Dealer.

7.12 **No Third-Party Beneficiaries**. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Specifically, and without limiting the generality of the foregoing, any manufacturer, distributor, or supplier of goods for purchase by Dealer is not a third-party beneficiary under this

Agreement, and shall have no right to rely upon the willingness of NMAC to make Advances or to issue commitments to make Advances to any Dealer.

7.13 **Severability**. When possible, each provision of this Agreement shall be interpreted so that it is effective and valid under applicable law. If any portion of any provision of this Agreement shall be prohibited by or invalid under applicable law, only that portion of the provision shall be ineffective without invalidating the remainder of the provision or the rest of this Agreement.

7.14 **No Agency**. Dealer is not an agent, partner or joint venturer with or for NMAC and NMAC is not an agent, partner or joint venturer with or for Dealer.

7.15 **Nature of Relationship**. NMAC does not have any fiduciary duty to Dealer or any Dealer Affiliate arising out of or in connection with this Agreement. Dealer acknowledges and agrees that this Agreement and the transactions contemplated herein are arm's-length commercial transactions between the parties Dealer acknowledges that the relationship hereby created between it and NMAC is and has been conducted on an open and arm's length basis in which no fiduciary, agency, confidential, partner or advisory relationship exists, and it has not relied and is not relying on any such fiduciary, agency, confidential, partner or advisory relationship in executing this Agreement and in consummating the transactions contemplated hereby. Dealer has consulted its own legal, accounting, regulatory, and tax advisors to the extent that it has deemed appropriate and is capable of evaluating, and understands the terms, risks and conditions of the transactions contemplated hereby.

7.16 **Amendments**. Except as otherwise stated in this Agreement, no amendment or modification of this Agreement shall be effective unless in writing and signed by the parties to this Agreement. The terms of this Agreement may, however, be modified by NMAC Bulletins, Floorplan Financing Updates, and, with respect to Rates and Charges, written notice from NMAC to Dealer as described in Section 2.2. Continued use of any wholesale line of credit available under this Agreement after the effective date of an NMAC Bulletin or other notice shall be deemed acceptance by Dealer of the new terms set forth therein. No waiver shall be effective against NMAC unless written and signed by an authorized employee or officer of NMAC. During the course of this Agreement neither party shall be bound to or rely upon information exchanged or communications by or between the parties as an amendment or modification of this Agreement which may be delivered in informal communications, including but not limited to oral conversations, emails, text messages, or social media chat messages, between the parties, or their employees, agents, or affiliates, and such communications shall not amend the Agreement in any way.

7.17 **Further Assurances**. Dealer shall execute and deliver to NMAC promissory notes or other evidence of Dealer's Indebtedness under this Agreement, security agreements, financing statements, trust receipts, chattel mortgages, other security instruments and any other documents in such form as NMAC may reasonably request to evidence Dealer's obligations to NMAC, carry out the intent of this Agreement and to perfect and ensure the priority of NMAC's security interest in any Collateral. NMAC's security or other interest in any Collateral shall not be impaired by the delivery to Dealer of any Collateral or of bills of lading, certificates of origin, invoices or other documents related to the Collateral or by the payment by Dealer of any curtailment, security or other deposit or portion of the amount financed. Dealer's signing or the signature of others on Dealer's behalf of any document for the amount of any credit extended shall be evidence of Dealer's obligation and not payment.

7.18 **Signature Authorization**. NMAC may, and Dealer grants a power of attorney to NMAC, for and in the name of Dealer, to endorse and assign any obligation transferred to NMAC by Dealer and any check or other type of payment intended to apply upon such obligation, and to prepare, execute and deliver such documents as necessary to take title to, sell, transfer and deliver good title to any inventory or transfer title or ownership in any inventory or other Collateral. NMAC may complete any blank space and fill in omitted information on any document or paper furnished to NMAC by Dealer. NMAC, where allowed by applicable law, may sign for Dealer any financing statements or similar documents.

7.19 **Indemnification**. Dealer shall indemnify, defend, and hold each Indemnitee harmless from any and all claims, suits, obligations, liabilities, damages, losses, costs, and expenses including NMAC's reasonable legal costs and expenses for counsel (whether in-house or outside), demands, liabilities, penalties, fines, and forfeitures, arising out of or in any way occasioned by any act or omission on the part of Dealer, any Dealer Affiliate, or any Guarantor in respect of any matter relating to, contemplated by, or otherwise referred to in this Agreement, any Indebtedness, or any other relationship among NMAC on one hand, and, on the other, Dealer or any Dealer Affiliate, including, but not limited to, all claims for injury or damage to persons or property caused by the use or operation of, or otherwise related to, the Collateral, the use of DDL Vehicles, or arising from any lease or rental agreement regarding the DDL Vehicles. Without limiting the foregoing, to the fullest extent permitted by applicable law, Dealer shall not assert, and Dealer hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the wholesale line of credit, or the use of the Proceeds thereof. "**Indemnitee**" means (i) NMAC, its affiliates, and the partners, principals, directors, members, officers, employees, agents, servants, contractors, subcontractors, trustees, administrators, managers, advisors, and representatives of NMAC and of its affiliates and (ii) the heirs, legal representatives, and successor and assigns of the foregoing (including any successors by merger, consolidation or acquisition of all or substantial parts of any Indemnitee's assets and business).

7.20 **Electronic Signatures, Delivery, and Record Retention**. This Agreement may be executed with electronic signatures, which shall be deemed to be the same as original handwritten signatures for the purposes of validity, enforceability, and admissibility, and the parties waive any objections or defenses to the contrary. A signed or electronically signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be converted to and retained solely in an electronic format. A copy of this Agreement produced in or reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy. Destruction of an original executed copy of this Agreement shall not constitute a release, discharge, cancellation, or renunciation of any rights or obligations set forth herein.

7.21 **Governing Law**. NMAC is a limited liability company organized under the laws of the state of Delaware with its headquarters and chief executive office in the County of Williamson, in Franklin, Tennessee. This Agreement, and all claims or causes of action (whether in contract, tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement or the transactions contemplated by this Agreement, or the negotiation, execution, or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Tennessee, without giving effect to any rules or provisions of any jurisdiction for choice of law or conflict of laws that would cause the application of the laws of any jurisdiction other than the State of Tennessee. Notwithstanding the foregoing, the perfection, the effect of perfection or nonperfection, and the priority of a security interest in the Collateral will be governed by the local law of the applicable jurisdiction as determined by the UCC.

7.22 **Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same Agreement.

7.23 **Notices**. Except as otherwise provided herein, all notices (including notices by NMAC Bulletins or Floorplan Financing Update) and other communications delivered under or in connection with this Agreement shall be in writing and shall be deemed given only when: (A) personally delivered; (B) delivered by reputable overnight courier service with proof of delivery; (C) delivered by registered or certified mail with return receipt requested and postage prepaid; or (D) upon sender's receipt of email delivery confirmation from the intended recipient (either by return receipt email, reply email, or other written acknowledgment), provided that, if such email delivery confirmation is received by the sender outside of the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next business day for the recipient. All notices shall be sent to the applicable street address or email address provided herein or to any Dealership Location on file with NMAC. Any party may change the address to which all notices and communications shall be sent by giving five (5) business days advance written notice of such address change to the other party at the then-current designated address. Any communication shall be deemed delivered upon tender of delivery to such address if actual delivery is not made as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery of such notice, demand, or other communication. Each notice, demand, or other communication to Dealer shall be addressed to Dealer at the address or email address set forth after Dealer's signature below, and each notice to NMAC shall be addressed at the address or email address set forth after NMAC's signature below

7.24 **Integration**. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement. All prior commitments, proposals and negotiations concerning the subject matter of this Agreement are merged into this Agreement. Neither this Agreement nor any of its provisions shall be amended, modified, or discharged orally or by course of performance, course of dealing, or usage of trade, but only by a written agreement signed by both parties, by NMAC Bulletin, by Floorplan Financing Update or by other written notice as described in Section 2.2. This integration provision shall define the subject matter of this Agreement and during the course of this Agreement neither party shall be bound to or rely upon information exchanged or communications by or between the parties as an amendment or modification of this Agreement which may be delivered in informal communications, including but not limited to oral conversations, emails, text messages, or social media chat messages, between the parties, or their employees, agents, or affiliates, and such communications shall not become part of this Agreement.

7.25 **Disclaimer of Reliance**. Each party represents and warrants that: (i) such party and its representatives are sophisticated and knowledgeable in business matters; (ii) it has read this entire Agreement including all exhibits, schedules, attachments, or other documents incorporated by reference in this Agreement; (iii) it understands all of the provisions in this Agreement and has requested modifications to the extent necessary to ensure this Agreement clearly and completely reflects the party's understanding; (iv) it is not relying on any statement, representation, warranty, agreement, or promise made by the other party, or any of the other party's employees, agents, or affiliates, that is not set forth in this Agreement; and (v) it assumes the risk of any such statement, representation, warranty, agreement, or promise not being set forth in this Agreement.

7.26 **WAIVER OF JURY TRIAL**. EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BEGUN BY EITHER OF THEM AGAINST THE OTHER RELATED DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OBLIGATIONS AND INDEBTEDNESS, THE COLLATERAL, ANY ALLEGED TORTIOUS CONDUCT BY DEALER OR NMAC, OR ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, FROM AND/OR RELATED TO THE RELATIONSHIP BETWEEN DEALER AND NMAC (EACH, A "**CLAIM**" AND COLLECTIVELY, "**CLAIMS**").

7.27 **CLASS ACTION WAIVER**. THE PARTIES AGREE THAT ANY CLAIMS WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS, AND EACH WAIVES THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, PRIVATE ATTORNEYS GENERAL ACT, OR OTHER JOINT ACTION WITH RESPECT TO THE CLAIMS.

7.28 **Jurisdiction and Venue**. Dealer irrevocably submits and consents to the exclusive jurisdiction of the State and Federal Courts located in the State of Tennessee and any other State where any Collateral is located, with respect to any action or proceeding related to this Agreement, the Indebtedness, the Collateral or any matter arising from or relating to this Agreement. In any such action or proceeding, Dealer waives personal service of the summons and complaint or other process and papers and agrees that service of process may be made by mail directed to Dealer at any Dealership Location or other address of which NMAC has received notice under this Agreement or as otherwise provided by law. Service is deemed complete three (3) days after mailing, or as permitted under the court's rules. Any action or proceeding begun by Dealer against NMAC will be litigated only in a Federal Court located in the Middle District of Tennessee, or a State Court located in the County of Williamson, Tennessee, and Dealer waives any objection based on forum non conveniens and any objection to venue in connection with any such action or proceeding. For the avoidance of doubt, nothing in this Section shall be construed to mean the parties are relieved of any obligation to arbitrate any arbitrable Claim pursuant to Section 7.32 and Exhibit A hereto.

7.29 **No Release or Novation**. If the Dealer has an Automotive Wholesale Financing and Security Agreement and/or a Lease Plan Financing and Security Agreement with NMAC in effect at the time of the signing of this Agreement for the particular dealership location and brand which is the subject of this Agreement (the "**Prior Agreement(s)**"), this Agreement shall be deemed to amend and restate the Prior Agreement(s) and replace it or them entirely as of the Effective Date. This Agreement neither extinguishes any Dealer's or Guarantor's obligations (for the payment of money outstanding or otherwise) under the Prior Agreement(s) nor discharges nor releases the lien or priority of any security or security instrument. No provision of this Agreement shall be construed as a substitution or novation of the obligations outstanding under the Prior Agreement(s), each of which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith.

7.30 **WAIVER OF TYPES OF CLAIMS**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL CLAIMS, THE PARTIES WAIVE ANY RIGHT TO RECOVER ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, AND WAIVE ANY PUNITIVE OR EXEMPLARY DAMAGES.

7.31 **Limitation on NMAC's Liability for Damages**. Dealer's damages for all Claims under this Agreement are expressly limited to the lesser of: (i) the actual dollar amount of Dealer's future economic or financial loss; (ii) the reasonable dollar amount of lost future profits for not more than two (2) years from the accrual date of the Claim; or (iii) the amount of interest assessed by NMAC and actually paid by Dealer in the twenty-four (24) calendar months immediately preceding accrual of the Claim.

7.32 **AGREEMENT TO ARBITRATION OF CERTAIN CLAIMS**. THE PARTIES HEREBY AGREE TO RESOLVE CERTAIN CLAIMS BY BINDING ARBITRATION PURSUANT TO THE TERMS CONTAINED IN EXHIBIT A (THE "**ARBITRATION PROVISIONS**") ATTACHED HERETO. ARBITRATION MAY SUBSTANTIALLY LIMIT THE PARTIES' RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING THE DEALER'S RIGHT TO LITIGATE IN COURT OR HAVE A JURY TRIAL, DISCOVERY AND APPEAL RIGHTS, AND THE RIGHT TO PARTICIPATE IN COURT OR IN ARBITRATION AS A REPRESENTATIVE OR MEMBER OF A CLASS ACTION.

7.33 ***Incorporation by Reference***. *All exhibits, schedules, attachments, and any other document referenced herein, including but not limited* to NMAC Bulletins and Floorplan Financing Updates, are incorporated by reference herein and shall be deemed to have the same force and effect as if set forth in full herein.

8. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Dated: 12/2, 2024	
BELLA AUTO GROUP, LLC	**NISSAN MOTOR ACCEPTANCE COMPANY LLC**
By: [signature] Name: Javier Columbie Title: Member	By: [signature] Name: Jim Niezgoda Title: Sr. Manager, Dealer Credit
25 West Housatonic Street Pittsfield, MA 01201	8900 Freeport Parkway Irving, TX 75063
Telecopy Number: (__) ___-____ Email Address:	Telecopy Number: N/A Email Address: NMACDealerCreditFunding@nissan-usa.com

CONSENT, ACKNOWLEDGMENT AND REAFFIRMATION

The undersigned Guarantor: consents to the foregoing Agreement, including the Arbitration Provisions in Exhibit A; acknowledges that they have guaranteed all present and future indebtedness and obligations of Dealer to NMAC pursuant to their guaranty (the "**Guaranty**"); agrees and consents to the Arbitration Provisions including all terms, conditions, waivers, representations, and warranties set forth therein; agrees and consents to the Guaranty being modified to include the Arbitration Provisions and that such Arbitration Provisions shall apply to any and all Claims by Guarantor under this Agreement or the Guaranty; and reaffirms all provisions, waivers, representations, and warranties as set forth in their Guaranty, as modified by the Arbitration Provisions herein, as of the date hereof.

DATED effective as of 12/2, 2024

GUARANTOR:

JAVIER COLUMBIE, an individual

CONSENT AND AFFIRMATION OF SPOUSE

The undersigned, being the spouse of Javier Columbie, the guarantor under that certain Continuing Guaranty Agreement dated as of ____________, 2024 (the "**Guaranty**") hereby consents to the foregoing Agreement and reaffirms their consent and joinder provided in connection with such Guaranty; agrees and consents to the Arbitration Provisions including all terms, conditions, waivers, representations, and warranties set forth therein; agrees and consents to the Guaranty being modified to include the Arbitration Provisions and that such Arbitration Provisions shall apply to any and all Claims by the spouse of Guarantor under this Agreement or the Guaranty.

WAIVED

____

____________, a married person

EXHIBIT A
TO
AUTOMOTIVE WHOLESALE FINANCING AND SECURITY AGREEMENT
("ARBITRATION PROVISIONS")

1. Agreement to Arbitration; Defined Terms. The signatories to the Agreement each hereby agree and consent to these Arbitration Provisions contained in this Exhibit A. Capitalized terms used but not defined in this Exhibit A shall have the meaning assigned to them in the Agreement.

2. Claims Subject to Arbitration. Except as expressly provided below, the parties agree that to the fullest extent permitted by applicable law, any and all Claims will be resolved by binding arbitration, including any dispute about arbitrability, such as scope and enforceability.

3. Claims Excluded from Arbitration. The following matters will not be subject to arbitration, but will instead be adjudicated in a Federal Court located in the Middle District of Tennessee, a State Court located in the County of Williamson, Tennessee, or such other court in which jurisdiction and venue are proper: (a) an action for temporary, provisional, or emergency injunctive or other equitable relief in order to preserve the status quo, secure or protect assets or property (including but not limited to actions for possession, repossession, foreclosure, or replevin of the Property, the Collateral, or related security interests), or prevent irreparable harm prior to arbitration of the Claims; and (b) any Claims for which applicable law does not permit arbitration and requires adjudication in a specific civil court.

4. Arbitration Process. Except as expressly provided herein, any arbitration shall be administered by Judicial Arbitration and Mediation Services ("**JAMS**") pursuant to its Comprehensive Arbitration Rules and Procedures (the "**Arbitration Rules**") subject to the following stipulated terms and conditions:

   a. Confidentiality. The existence of the arbitration itself shall be considered confidential, and the parties shall maintain the confidential nature of the arbitration proceeding, including the award, all materials created or used for the purpose of the arbitration, and all materials and information produced by the parties, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

   b. Federal Arbitration Act. Notwithstanding any choice of law or other provision in the Agreement, the parties agree and acknowledge that the Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) shall govern the interpretation and enforcement of the relevant parts of these Arbitration Provisions and any proceedings pursuant thereto.

   c. Location. The arbitration will be conducted in Williamson County, Tennessee.

   d. Number of Arbitrators. The parties will select a single arbitrator, but in the event that the parties are unable to agree, the arbitrator will be appointed pursuant to the Arbitration Rules.

   e. Arbitrator Experience. The arbitrator will be a retired judge or practicing attorney with significant expertise in litigating and/or presiding over cases involving the substantive legal areas involved in the Claims.

   f. Length of Arbitration. The arbitration will be concluded within twelve (12) months of the date the arbitrator is appointed.

   g. Discovery. The parties agree that discovery for any arbitration shall be subject to Rule 16.1 ("Application of Expedited Procedures") and Rule 16.2 ("Where Expedited Procedures are Applicable") of the Arbitration Rules, including for any arbitration not administered by JAMS.

   h. Arbitration Opinion. The arbitrator's findings, reasoning, decision, and award will be stated in writing (the "**Arbitration Opinion**") and based upon applicable law and shall be provided to the parties within thirty (30) days of the conclusion of the final arbitration hearing.

   i. Arbitration Costs. Each party shall bear its own fees and expenses in connection with the arbitration, except all fees and expenses of the arbitrator, court reporter, Arbitration Opinion, and arbitration hearing room shall be borne and paid in full and shared by NMAC and NMAC related parties and affiliates as to one half and Dealer, guarantors and related parties and affiliates as to the other half. Except where such award is expressly permitted by the terms of this Agreement, the arbitrator shall not have the authority to require either party to pay the fees and expenses, including but not limited to the attorneys' fees, of the other party.

   j. Judgment. Judgment on the arbitration award may be entered in any court having jurisdiction.

   k. Appeal by Arbitration. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of the Agreement) with respect to any arbitration award for or against a party with a value of One Million Dollars ($1,000,000) or more (the "**Appeal Threshold**"), including for any arbitration not administered by JAMS. For any final arbitration award less than the Appeal Threshold, the JAMS Optional Arbitration Appeal Procedure shall not apply and the final arbitration award shall not be appealable through arbitration. The Appeal Threshold shall be determined for each party by the cumulative amount of the arbitration award for all Claims being resolved in the applicable arbitration proceeding, without offsets for arbitration awards to other parties in such arbitration proceeding.

5. Alternative Arbitration Organization. Should JAMS be unavailable, unable, or unwilling to accept and administer the arbitration of any Claims under these Arbitration Provisions as written or all parties agree to not use JAMS to resolve any arbitrable Claims, the parties will agree on a substitute arbitration organization that will enforce the Arbitration Provisions as written herein. Such alternative arbitration organization may include, but is not limited to, the American Arbitration Association.

6. Severability and Survival. To the extent any immaterial provision of these Arbitration Provisions is found to be unenforceable, it will be severed so the parties' intent to arbitrate will survive and arbitration will proceed without such provision. All of the terms and provisions of these Arbitration Provisions will survive the termination or expiration of the Agreement.

7. Incorporation of Agreement Terms. The Arbitration Provisions in this Exhibit A are a part of the Agreement and shall be subject to the terms and conditions provided therein. For the avoidance of doubt, any arbitration shall be subject to the Sections of the Agreement including, but not limited to: (a) Governing Law; (b) Disclaimer of Reliance; (c) Waiver of Jury Trail; (d) Class Action Waiver; (e) Jurisdiction and Venue; (f) Waivers of Types of Claims; (g) Limitation on NMAC's Liability for Damages, and (h) Agreement to Arbitration of Certain Claims. Notwithstanding the foregoing, if any express terms of this Exhibit A are found to conflict with the Agreement, then the terms of this Exhibit A shall control.

SCHEDULE 1
TO
AUTOMOTIVE WHOLESALE FINANCING AND SECURITY AGREEMENT

In addition to the Dealer's Address listed on the signature page of this Agreement, the Property may also be located at the following address(es):

1. South Church Street Pittsfield MA - 01201
(Street Address, City, State, and Zip Code)

2. ______________________________.
(Street Address, City, State, and Zip Code)

3. ______________________________.
(Street Address, City, State, and Zip Code)

4. ______________________________.
(Street Address, City, State, and Zip Code)

5. ______________________________.
(Street Address, City, State, and Zip Code)

6. ______________________________.
(Street Address, City, State, and Zip Code)

7. ______________________________.
(Street Address, City, State, and Zip Code)

8. ______________________________.
(Street Address, City, State, and Zip Code)

9. ______________________________.
(Street Address, City, State, and Zip Code)

10. ______________________________.
(Street Address, City, State, and Zip Code)

Castle, Nancy

From:	Roberts, Bianca
Sent:	Thursday, December 5, 2024 9:03 AM
To:	Castle, Nancy
Cc:	Wiley, April
Subject:	RE: Bella Docs

Yes, ok to waive.

From: Castle, Nancy <Nancy.Castle@nissan-usa.com>
Sent: Thursday, December 5, 2024 7:33 AM
To: Roberts, Bianca <Bianca.Roberts@Nissan-Usa.com>
Cc: Wiley, April <WileyA@NMAC.COM>; Castle, Nancy <Nancy.Castle@nissan-usa.com>
Subject: FW: Bella Docs

Good morning Bianca,

Can we waive the spousal consent for all Bella docs? Javier Columbie does not own any property in a community property state.

Thank you,

Nancy Castle | Analyst, Dealer Credit Funding | Nissan Motor Acceptance Company LLC | Phone: +1 214-596-3326

From: Castle, Nancy <Nancy.Castle@nissan-usa.com>
Sent: Monday, December 2, 2024 3:17 PM
To: Eirich, John <eirichj@NMAC.COM>
Cc: Wiley, April <WileyA@NMAC.COM>; Roberts, Bianca <Bianca.Roberts@Nissan-Usa.com>; Niezgoda, Jim <Jim.Niezgoda@nissan-usa.com>; Castle, Nancy <Nancy.Castle@nissan-usa.com>
Subject: Bella Docs

John –

Thank you for the missing page. Signature and date looks good.

We will have to ask management if they want to waive the spousal consent. Legal has stated including the spousal consent on all docs even if they are not in a community property state.

Bianca/Jim -

Can we get an exception to waive the spousal consent for all Bella docs?

Thank you,

Nancy Castle | Analyst, Dealer Credit Funding | Nissan Motor Acceptance Company LLC | Phone: +1 214-596-3326

EXHIBIT 2

UCC-1 Form

FILER INFORMATION

Full name: **CORPORATION SERVICE COMPANY**

Email Contact at Filer: **SPRFILING@CSCGLOBAL.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **CORPORATION SERVICE COMPANY**

Mailing Address: **801 ADLAI STEVENSON DRIVE**

City, State Zip Country: **SPRINGFIELD, IL 62703 USA**

DEBTOR INFORMATION

Org. Name: **BELLA AUTO GROUP, LLC**

Mailing Address: **25 WEST HOUSATONIC ST**

City, State Zip Country: **PITTSFIELD, MA 01201 USA**

SECURED PARTY INFORMATION

Org. Name: **NISSAN MOTOR ACCEPTANCE COMPANY LLC**

Mailing Address: **PO BOX 660620 / ATTN: COMMERCIAL CREDIT**

City, State Zip Country: **DALLAS, TX 75266-0620 USA**

TRANSACTION TYPE: STANDARD
ALTERNATIVE DESIGNATION:

CUSTOMER REFERENCE: 2982 64874

COLLATERAL

THIS FINANCING STATEMENT COVERS THE FOLLOWING ASSETS OF DEBTOR, WHEREVER LOCATED, NOW HELD OR HEREAFTER ACQUIRED BY DEBTOR: 1. ALL AUTOMOBILES, TRUCKS, TRUCK-TRACTORS, TRAILERS, SEMI-TRAILERS, BUSES, MOBILE HOMES, MOTOR HOMES, OTHER VEHICLES AND OTHER MERCHANDISE AND ALL PARTS, ACCESSORIES, ATTACHMENTS, COMPONENTS AND FURNISHINGS WHETHER OR NOT AFFIXED THERETO OR USED IN CONNECTION THEREWITH, INCLUDING ALL GOODS HEREAFTER ADDED TO OR ACQUIRED IN REPLACEMENT OR SUBSTITUTION OF THE FOREGOING, WHETHER OR NOT INVENTORY OR OTHER AND WHETHER OR NOT NEW, USED, REPOSSESSED, SURRENDERED OR OTHER; 2. ALL OTHER GOODS, INCLUDING WITHOUT LIMITATION, ALL INVENTORY, MACHINERY, EQUIPMENT, TOOLS, APPLIANCES AND OFFICE FURNITURE AND FIXTURES, INCLUDING ALL GOODS HEREAFTER ADDED TO OR ACQUIRED IN REPLACEMENT OF THE FOREGOING; 3. ALL ACCOUNTS, ACCOUNTS RECEIVABLE, CHATTEL PAPER, SECURITY AGREEMENTS, INSTRUMENTS, CONTRACT RIGHTS, LEASES OF PROPERTY, ALL RENTALS DUE OR TO BECOME DUE UNDER ANY LEASE OF ANY PROPERTY, ALL OTHER RENTALS, POLICIES AND CERTIFICATES OF INSURANCE, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY, DEALER RESERVE ACCOUNTS, MANUFACTURER'S STATEMENTS OF ORIGIN (MSO'S) OR CERTIFICATES OF TITLE OR OWNERSHIP RELATING TO VEHICLES, BILLS OF SALE, RECEIPTS, JOURNALS, RECORDS, FILES, BOOKS AND LEDGER SHEETS, RECORDS INDICATING, SUMMARIZING OR EVIDENCING DEBTOR'S BUSINESS OPERATIONS OR FINANCIAL CONDITION AND ALL COMPUTER PROGRAMS, DISK OR TAPE FILES, PRINTOUTS, RUNS OR OTHER COMPUTER-PREPARED INFORMATION AND THE EQUIPMENT CONTAINING SUCH INFORMATION, DOCUMENTS AND GENERAL INTANGIBLES, INCLUDING ALL MONIES AND CREDITS NOW DUE OR TO BECOME DUE TO DEBTOR FROM, AND ALL CLAIMS AGAINST, VENDORS OF INVENTORY OR OTHER LENDING INSTITUTIONS; 4. ALL OTHER ASSETS OF DEBTOR, WITH THE EXCEPTION OF REAL PROPERTY, BUT INCLUDING FIXTURES; AND 5. ALL CASH AND NON-CASH PROCEEDS OF THE FOREGOING.

EXHIBIT 3

CAPITAL LOAN AND SECURITY AGREEMENT

This Capital Loan and Security Agreement ("**Agreement**") is made as of the Effective Date (set forth on this Agreement's signature page) by and between Nissan Motor Acceptance Company LLC, a Delaware limited liability company ("**NMAC**") and Bella Auto Group, LLC, a Massachusetts limited liability company ("**Borrower**"). For good and valuable consideration received, the parties hereto hereby agree as follows:

I. LOAN

Borrower hereby promises to pay to the order of NMAC the maximum sum of $850,000.00 ("**Principal**") and interest at one and ninety-five hundredths (1.95) percent per annum over the NMAC Loan Base Rate (as defined herein) per annum ("**Capital Loan**"), but in no event more than the maximum allowed by law, on that portion of the Principal remaining unpaid from time to time. Interest shall be calculated on a daily basis, computed on the number of days elapsed over a year of 360 days, commencing on the date the Principal is funded. Commencing January 15, 2025 Principal shall be payable in 59 successive monthly installments of $14,166.67 each, followed by one final installment equal to the then unpaid Principal, all accrued and unpaid interest and all other fees, costs and charges due and owing under the terms of this loan. All interest and/or Principal due is payable monthly on the 15th day of each month commencing on the 15th day of the month following the date of the initial payment described above. Interest accrued through the end of the preceding month shall be payable with each installment of Principal, when applicable, provided that all unpaid interest accrued to the date thereof shall be due and payable with the last installment of Principal, if applicable. Payments shall be applied to accrued and unpaid interest, Principal and to costs, fees, charges, and expenses in such priority as NMAC may determine.

"**NMAC Loan Base Rate**" means the floating reference rate of interest from time to time announced by a majority of the following banks or their respective successors, at their offices in New York, as their respective prime rate (which is not intended to be the best or lowest rate of interest charged by NMAC in connection with extensions of credit to borrowers) then in effect: J. P. Morgan Chase and Company; Bank of America, N.A.; Citibank, N.A.; and Deutsche Bank; provided that if fewer than three of such banks have the same rate in effect, the median of the four rates shall be the NMAC Loan Base Rate. If any such bank (or different bank substituted in accordance with this sentence) ceases to exist or does not publish such a floating reference rate of interest at any time, then NMAC may in its absolute discretion substitute a different bank in place of such bank for the purposes of determining the "NMAC Loan Base Rate". In the event any such bank's (or substitute bank's) respective prime rate is less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"**Indebtedness**" means the aggregate amount of all outstanding funds disbursed under the Capital Loan, plus all other debts, obligations and liabilities owing to NMAC, whether hereunder or under any other agreement, between Borrower and NMAC, whether Principal, interest, default interest, fees, expenses, charges, or otherwise, whether now existing or hereafter arising, and whether direct or indirect, absolute or contingent, liquidated or unliquidated and including interest and fees that accrue after the commencement by or against Borrower of any proceeding under any bankruptcy or other insolvency law naming such Borrower or other related individual, corporation, partnership, or entity as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding.

Borrower may prepay the Capital Loan in whole or in part at any time. Prepayments of the Principal shall be applied to the installments of the Indebtedness remaining unpaid in inverse order of their maturity. Any prepayment shall not be deemed to extend or modify the repayment schedule or the due date of the final installment.

II. SECURITY

As security for the payment of the Indebtedness, and for all other obligations and performances now or hereafter owing by Borrower to NMAC under this Agreement and any other agreement between said parties, Borrower hereby grants to NMAC a first priority security interest in and continuing lien on the following property ("**Collateral**"), now owned or hereafter acquired by Borrower, and in the proceeds thereof:

A. all automobiles, trucks, truck-tractors, trailers, semi-trailers, buses, mobile homes, motor homes, other vehicles and other merchandise and all parts, accessories, attachments, components, supplies and furnishings whether or not affixed thereto or used in connection therewith, including all goods hereafter added to or acquired in replacement or substitution of the foregoing, whether or not inventory or other and whether or not new, used, repossessed, surrendered, consigned, on order, in transit or other;

B. all other goods, including without limitation, all inventory, machinery, equipment, tools, appliances, supplies, and office furniture and fixtures, including all goods hereafter added to or acquired in replacement of the foregoing;

C. all accounts, accounts receivable, chattel paper, security agreements, instruments, contract rights, leases of property, all rentals due or to become due under any lease of any property, all other rentals, policies and certificates of insurance, deposit accounts, investment property, dealer reserve accounts, manufacturer's statements of origin (MSO's) or certificates of title or ownership relating to vehicles, bills of sale, receipts, journals, records, files, books and ledger sheets, records indicating, summarizing or evidencing Borrower's business operations or financial condition and all computer programs, disk or tape files, printouts, runs or other computer-prepared information and the equipment containing such information, documents and general intangibles, including all monies and credits now due or to become due to Borrower from, and all claims against, vendors of inventory or other lending institutions;

D. all other assets of Borrower, with the exception of real property, but including fixtures; and

E. all cash and non-cash proceeds of the foregoing or any portion thereof, including proceeds of proceeds, goods received in trade, claims and tort recoveries, insurance proceeds, refunds of insurance premiums, proceeds derived from such Borrower's sale or assignment of chattel paper, and all cash and other funds held in all deposit accounts in which proceeds may be deposited.

Borrower hereby approves and ratifies any financing statement (or amendment) pre-filed by NMAC prior to the authentication of this Agreement by such Borrower. NMAC may file whatever financing and continuation statements, amendments, and other documents it deems necessary and proper to perfect and continue perfection of NMAC's security interest in the Collateral.

III. REPRESENTATIONS AND WARRANTIES

A. As inducement for NMAC to enter into the Capital Loan, Borrower hereby represents and warrants to NMAC the following:

1. Dealer Principal. The person named below ("**Dealer Principal**") participates in the active management and operation of the Borrower:

NAME:
Javier Columbie

2. Financial Information. All balance sheets, statements of profit and loss, and other financial data that have been given to NMAC by or on behalf of Borrower are complete and correct in all material respects, accurately present the financial condition of Borrower as of the dates thereof, and the results of its operations for the periods for which the same have been furnished, and have been prepared in accordance with generally accepted accounting principles consistently followed throughout the periods covered thereby and from period to period. Except as specifically disclosed by the most recent financial or other statements furnished by or on behalf of Borrower to NMAC, Borrower does not have outstanding any material indebtedness, direct or contingent, other than to NMAC; none of its assets is subject to any security interest, lien, or other encumbrance in favor of anyone other than NMAC, and Borrower does not have outstanding any loan or advance to any individual or to any partnership, corporation, or other entity. There has been no change in the assets, liabilities, or financial condition of Borrower from that set out in the most recent financial statements given to NMAC with respect to Borrower other than changes in the ordinary course of business, none of which changes has been materially adverse to Borrower.

3. Other Information. All other information, reports, papers, and data given to NMAC by or on behalf of Borrower are accurate and correct in all material respects and complete insofar as completeness may be necessary to give NMAC a true and accurate knowledge of the subject matter.

4. Tax Matters. Borrower has filed all federal, state, county, municipal, and other tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns or pursuant to any assessment received by it, and Borrower does not know of any basis for additional assessment in respect of such taxes.

5. Litigation. Except as specifically disclosed to NMAC by the most recent financial or other statements furnished by or on behalf of Borrower to NMAC, there are no unsatisfied liens or judgments against Borrower nor is there now pending against Borrower, nor to the knowledge of Borrower is there threatened, any action, suit, or proceeding at law or in equity or by or before any administrative agency that could have a material adverse effect upon its financial condition or operations if adversely determined.

6. Validity of Agreement. Having due regard to all outstanding agreements and commitments of Borrower, and all restrictions contained in its organization and operational documents, Borrower has the power and authority to borrow money from, and pledge its assets to, NMAC and to execute and perform this Agreement; and Borrower has taken all steps necessary to ensure that this Agreement is legally valid and enforceable against Borrower in accordance with its terms and conditions.

7. Commercial Loan and Collateral. The Indebtedness is being incurred and will be used for commercial purposes and is not a "consumer transaction" or a "consumer-goods transaction" (both as described and defined in the Uniform Commercial Code). All of the Collateral is, has been or will be used, acquired, or held for commercial purposes and does not constitute "consumer goods" (as described and defined in the Uniform Commercial Code).

8. No Foreign Person. Neither Borrower nor any guarantor of this Capital Loan (each, a "**Guarantor**") is a "foreign person" within the meaning of §1445(f)(3) of the Federal tax code.

9. Investment Company Act; Other Regulations. Borrower is not an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940 and the regulations issued thereunder, each as amended. Borrower is not subject to regulations under any federal or state statute or regulation which limits its ability to incur indebtedness.

10. ERISA. Borrower is not and will not be an "employee benefit plan", as defined in §3(3) of the Employee Retirement Income Security Act of 1974 ("**ERISA**"), subject to Title I of ERISA. None of the assets of Borrower constitute or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. §2510.3-101. Borrower is not and will not be a "governmental plan" within the meaning of §3(3) of ERISA. Transactions by or with Borrower are not and will not be subject to state statutes regulating investment of, and fiduciary obligations with respect to, governmental plans.

11. Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws. Neither Borrower, any Guarantor nor, to the best of Borrower's knowledge, after having made diligent inquiry, (i) any person or entity owning a direct or indirect interest in Borrower or any Guarantor or (ii) any Borrower affiliate: (a) is currently identified on any Office of Foreign Assets Control ("**OFAC**") list, or (b) is a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, anti-money laundering rules, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. At all times throughout the term of this Agreement, none of the funds or assets of Borrower that are used to repay any Indebtedness shall constitute property of, or shall be beneficially owned directly or, to the knowledge of Borrower, indirectly, by any person or entity identified on any OFAC list. Borrower has implemented procedures, and will consistently apply those procedures throughout the term of this Agreement, to ensure the foregoing representations and warranties remain true and correct during the term of this Agreement.

12. Unregistered Securities. Borrower has not (i) issued any unregistered securities in violation of the registration requirements of Section 5 of the Securities Act of 1933, or any other law, or (ii) violated any rule, regulation or requirement under the Securities Act of 1933, or the Securities Exchange Act of 1934.

13. Borrower's Non-Disclosure. Borrower covenants that it (i) will keep the terms of this Agreement confidential and will not (except as required by applicable law, regulation, or legal process), without NMAC's prior written consent, disclose any financing terms in any manner whatsoever, in whole or in part, (ii) will not use any financing terms other than in connection with this wholesale line of credit; provided, however, that Borrower may reveal the financing terms or portions thereof to Borrower affiliates, owners, principals, officers, employees, directors, representatives, or agents who (a) need to know the financing terms for the purpose of evaluating accounting records or the wholesale line of credit, (b) are informed by such Borrower of the confidential nature of the financing terms, and (c) are directed by such Borrower to treat the financing terms as confidential and in a manner consistent with the terms hereof. Borrower will be responsible for any breach of this subsection by any Borrower affiliate, owners, principals, officers, employees, directors, representatives, or agents.

14. Reinstatement. If, for any reason, any portion of any payment to NMAC is set aside or restored, whether voluntarily or involuntarily, then the Indebtedness intended to be satisfied by that payment shall be revived and continued in full force and effect as if the payment had not been made, and Borrower shall be liable for the full amount NMAC is required to repay plus any and all costs and expenses (including all attorneys' fees, whether in-house or outside, paid by NMAC in connection with any related litigation or resolution of such claims).

15. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express, or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Specifically, and without limiting the generality of the foregoing, any manufacturer, distributor, or supplier of goods for purchase by Borrower is not a third-party beneficiary under this Agreement, and shall have no right to rely upon the willingness of NMAC to make capital loans or to issue commitments to make capital loans to any Borrower.

IV. COVENANTS

A. Affirmative Covenants. Borrower hereby covenants and agrees that until the Indebtedness made by NMAC to Borrower shall have been paid in full:

1. Legal and Other Requirements. Borrower shall preserve and keep in full force and effect its existence, rights, franchises, and trade names; be legally authorized and otherwise authorized by, and in good standing with, other persons necessary to carry on its business as now conducted, and comply with, conform to, and obey all present and future laws, ordinances, rules, regulations, orders of public authorities, and other requirements applicable to it.

2. Protection, Repair, and Replacement of Property. Borrower shall maintain, preserve, protect, and keep in good order and condition all property used or useful in the conduct of its business and from time to time make all necessary or appropriate repairs, replacements, and improvements thereto. Borrower also shall permit any person designated by NMAC, at reasonable times during business hours and as often as NMAC may reasonably request, to inspect such property, including through the collection, use, and retention of Telematics Data (as defined herein) by NMAC or its agents. "**Telematics Data**" is information supplied by a telecommunications system installed on or affixed to Collateral, including current and historical location, operational, performance, diagnostic, user, and other associated information. Borrower shall deliver to NMAC from time to time upon NMAC's request, a schedule of real properties and Collateral locations relating to Borrower's business operations, including a schedule of all real property, storage facilities, or other properties owned or being purchased, rented, or leased by any Borrower or its affiliates, and upon NMAC's request, cause the owner or lessor of each building or other facility in or at which the Collateral may be located, to provide NMAC with, among other things, a written waiver or subordination of any landlord's or other party's lien to which such party may be entitled and access to the building or other facility in order to exercise its rights with regard to the Collateral, in each case on terms acceptable to NMAC.

3. Taxes. Borrower shall pay, as and when the same shall become due and payable, all taxes, assessments, fees and charges of any kind whatsoever imposed upon Borrower or its property, and all claims which constitute, or if unpaid may become, a lien, charge or encumbrance upon any of its property.

4. Insurance. Borrower shall obtain and maintain insurance protecting its property against loss or physical damage from risks, in amounts and with insurers acceptable to NMAC. In addition, Borrower shall:

(a) cause each insurance policy issued pursuant to the above to provide, and the insurer issuing such policy to certify to NMAC, that (i) NMAC will be insured as its interest may appear, (ii) adjustment of losses will be subject to the approval of NMAC, (iii) all amounts payable thereunder, including return of unearned premiums, will be paid to NMAC for the accounts of NMAC and Borrower as their respective interests may appear (such amounts to be applied to the restoration, repair or replacement of property damaged or destroyed if an Event of Default, or other event for which NMAC may exercise the remedies set out in this Agreement, is not then existing, or, at the option of NMAC, to the payment of the Indebtedness and all other amounts owing by Borrower to NMAC, in the manner permitted by this Agreement, if any such event is then existing), (iv) the interest of NMAC will be insured regardless of any breach or violation by Borrower of any warranties, declarations or conditions contained in such policy and (v) such insurer will promptly notify NMAC if such policy be canceled or materially changed for any reason whatsoever, and such cancellation or change will not be effective as to NMAC for 30 days after receipt by NMAC of such notice; and

(b) deliver to NMAC copies of each such insurance policy upon the funding of the Capital Loan and copies of each renewal policy not less than 30 days prior to the expiration of the original policy or preceding renewal policy, as the case may be, and receipts or other evidence that the premiums thereon have been paid.

Irrespective of Borrower's compliance with the provisions hereof, the funding of the Capital Loan shall constitute an assignment by Borrower to NMAC of any amounts that may become payable under any such insurance policy for application as provided above. NMAC may (and Borrower hereby appoints NMAC as Borrower's attorney-in-fact to do so) endorse Borrower's name upon any checks, drafts, money orders, notes, or other orders or instruments for the payment of any such amounts payable to or to the order of Borrower. If Borrower fails to furnish acceptable evidence of any insurance required by NMAC, NMAC may, but does not have any obligation to, obtain the required insurance at Borrower's expense, which shall be included as part of the Indebtedness.

5. Financial and Other Statements. Borrower shall maintain full and complete books of account and other records reflecting the results of its operations in accordance with generally accepted accounting principles applied on a consistent basis and shall permit any person designated by NMAC, at reasonable times during business hours and as often as NMAC may reasonably request, to inspect such books and records and Telematics Data and to make extracts therefrom. Borrower also shall furnish to NMAC:

(a) upon NMAC's request, Borrower's balance sheet as of the end of such month and its statement of profit and loss for such month in such detail as NMAC may reasonably request from time to time, each certified by Borrower (or by an employee or representative of Borrower acceptable to NMAC) as having been prepared in accordance with accounting principles consistent with those reflected in the audited financial statements of Borrower and as to the truth, accuracy, and completeness of the information contained therein.

(b) within 120 days after the end of each of its fiscal years, or at such other frequency as NMAC may request from time to time, a complete, executed copy of a report of an examination of its financial statements made by independent, certified public accountants selected by Borrower and acceptable to NMAC, such report to include a balance sheet and a statement of profit and loss for such year in such detail as NMAC may reasonably request from time to time and an unqualified opinion to the effect that such balance sheet and statement of profit and loss fairly present the financial condition of Borrower and the results of its operations in conformance with generally accepted accounting principles applied on a consistent basis, except as may be described in such opinion; and

(c) such other financial or other statements respecting the condition, operation and affairs of Borrower or its property as NMAC may from time to time reasonably request.

(d) Borrower authorizes NMAC, NMAC's affiliates, and the agents of each to exchange credit, account, inventory, sales, operational and financial information about Borrower and Telematics Data at any time.

6. Litigation. Borrower shall promptly defend any action, proceeding or claim affecting Borrower or its property and shall promptly notify NMAC of the institution of any such action, proceeding or claim if the same could have a material adverse effect upon the financial condition or operations of Borrower if adversely determined. Borrower also shall promptly notify NMAC of the occurrence of any other event the effect or outcome of which could have such a material adverse effect.

B. Negative Covenants. Borrower hereby covenants and agrees that until the Indebtedness thereon and any future advances made by NMAC to Borrower shall have been paid in full, without the prior written consent of NMAC:

1. Indebtedness. Borrower shall not create or have outstanding any indebtedness for money borrowed except for (i) Indebtedness owing to NMAC, (ii) other indebtedness specifically disclosed by the most recent financial or other statements furnished by or on behalf of Borrower to NMAC prior to the date of this Agreement and that is not to be paid with the proceeds of the Capital Loan, and (iii) other indebtedness subordinated to all obligations owing by Borrower to NMAC.

2. Encumbrances. Borrower shall not create, incur or permit to exist on any of its property any security interest, lien or other encumbrance except for (i) security interests, liens or other encumbrances in favor of, or subordinated to, NMAC, (ii) security interests, liens or other encumbrances specifically disclosed by the most recent financial or other statements furnished by or on behalf of Borrower to NMAC prior to the date of this Agreement and that are securing indebtedness not to be paid with the proceeds of the Capital Loan, (iii) liens for taxes not delinquent or being contested in good faith, (iv) liens of mechanics or materialmen arising in the ordinary course of business with respect to obligations that are not overdue or that are being contested in good faith, and (v) liens resulting from deposits or pledges to secure payment of worker's compensation, unemployment insurance, old age pensions or other social security.

3. Guaranties. Borrower shall not endorse, guaranty or become surety for the payment of any debt or obligation of any individual or entity, directly or contingently, except for recourse on the obligations of retail purchasers of merchandise from Borrower and in connection with endorsing checks and other negotiable instruments for deposit and collection.

4. Transfers, Acquisitions, Mergers, etc. Borrower shall not sell, exchange, transfer or otherwise dispose of any of Borrower's property, except in the normal course of business; buy, rent, lease or otherwise acquire property from Dealer Principal, or in which the Dealer Principal has an interest, direct or indirect; consolidate with or merge into any other business concern or permit any other business concern to consolidate with or merge into Borrower; sell, exchange, transfer, lease or otherwise dispose of all or any substantial part of the capital assets of Borrower; make any payments upon or transfer any assets in satisfaction, in whole or in part, of any indebtedness subordinated to any obligation owing to NMAC; or make or have outstanding, except loans and advances specifically disclosed by the most recent financial statement furnished by Borrower to NMAC prior to the date of this Agreement, any loan or advance to any individual or entity, purchase any security of any entity or invest in the obligations of any individual or entity.

5. Compensation. Borrower shall not make any loan to or increase the present annual compensation of any director, officer, manager, or Dealer Principal of

Borrower, directly or indirectly, or permit any of the foregoing to withdraw from Borrower money in any manner other than in the normal and usual course of business.

6. Dividends. If a corporation, Borrower shall not declare or pay any dividend on any shares of its capital stock, make any other distribution on any such shares or retire or issue any additional shares of its capital stock or other securities.

V. CONDITIONS PRECEDENT

A. Each of the following conditions must be satisfied as of the date specified, or if no date is specified, as of the date of closing of the Capital Loan, as a condition to the obligation of NMAC to make the Capital Loan:

1. Delivery to and approval by NMAC of the form and content of the financial statements of the Borrower and any Guarantor.

2. Delivery to and approval by NMAC of certified copies of the Borrower's formation documents and a written consent from the member or members holding a majority interest in Borrower authorizing the Capital Loan transaction.

3. Delivery to and approval by NMAC of a certificate of good standing for Borrower.

4. Borrower shall have in effect with NMAC, and shall not be in default under, an Automotive Wholesale Financing and Security Agreement ("**Wholesale Agreement**") pursuant to which NMAC finances all new vehicles of the make approved by NMAC.

VI. DEFAULT

A. Events of Default. If any of the following events (herein called an "**Event of Default**") shall occur, NMAC may declare the unpaid portion of the Indebtedness to be immediately due and payable, without notice or demand to anyone, and may proceed with the other default remedies as set out in this Agreement.

1. Default in Payment. Borrower fails to pay in full any installment of the Indebtedness as and when the same becomes due and payable. Acceptance of payments in arrears shall not waive or affect any right to accelerate as herein provided.

2. Breach of Covenant or Agreement. Borrower breaches any other covenant or agreement made by it hereunder or in any other agreement between Borrower and NMAC, whether now existing or hereafter arising.

3. Misrepresentation. Any representation or warranty made by Borrower to NMAC, whether set forth in this Agreement, in any other agreement between Borrower and NMAC, in any report, certificate, financial statement or other statement furnished to NMAC, or otherwise, shall prove to have been false or misleading in any material respect as of the date on which the same was made.

4. Default Under Other Agreements. Any other indebtedness of Borrower, or any affiliate of Borrower, to NMAC shall be accelerated under the terms of the instrument evidencing such indebtedness as a result of a default by Borrower (or such affiliate), or, if payable upon demand, shall be demanded.

5. Bankruptcy, Receivership, Insolvency. Bankruptcy, receivership, insolvency, assignment for the benefit of creditors, reorganization, arrangement, dissolution, liquidation or other similar proceedings shall be instituted by or against Borrower or all or any part of its property under the laws of the United States or of any state or other competent jurisdiction.

6. Variance in Ownership or Management of Borrower. In the event there shall be any variation in the ownership interest in, or active management and operation of, Borrower with respect to Dealer Principal.

7. Default by Guarantor. Any default by any Guarantor under, or any breach by any Guarantor of any covenant or agreement contained in, any agreement or instrument executed by such Guarantor in connection with any credit accommodation made available by NMAC, whether now or hereafter existing.

8. Death or Incapacitation of Guarantor. Any Guarantor dies or is incapacitated and Borrower fails to provide NMAC, within 90 days thereafter, with a substitute guaranty from a new guarantor all reasonably acceptable to NMAC.

9. Death or Incapacitation of Dealer Principal. Dealer Principal dies or is incapacitated or otherwise ceases to actively perform as the dealer principal of Borrower and Borrower fails to provide NMAC, within 90 days thereafter, with reasonable assurances that such death or incapacity or other event will not have a material adverse effect upon Borrower's financial condition or business operations.

10. Termination of Wholesale Agreement. Termination, for any reason, of Borrower's Wholesale Agreement with NMAC, or cessation of new vehicle financing under such Wholesale Agreement.

11. Default Under Sales and Service Agreement. The occurrence of any default under or termination of any dealer sales and service agreement between Borrower and a vehicle manufacturer.

12. Collateral Misuse or Loss. NMAC reasonably believes that any of the Collateral is in danger of misuse, loss, seizure, or confiscation, or other disposition not authorized under this Agreement;

13. Lack of NMAC Security Interest. NMAC for any reason does not acquire or ever ceases to have a first priority security interest in all of the Collateral, other than as previously disclosed to, and approved by NMAC, in writing;

14. Other Creditor Actions. Any attempt by any other creditor to take or exercise against any of the Collateral, or against any of Borrower's property or assets; or

15. Other Defaults. Any default by Borrower or any Guarantor under any other material loan, indebtedness, obligation, or agreement in favor of any other creditor.

B. Remedies. If an Event of Default shall occur, or in the event there shall be any variation in the ownership interest in or active management and operation of Borrower with respect to any Dealer Principal, NMAC may exercise any one or more of the following remedies:

1. Acceleration. NMAC may declare the unpaid portion of the Indebtedness to be immediately due and payable, without notice or demand to anyone.

2. Collection of Payments. NMAC may directly collect and enforce payment of all tangible or intangible property that may be included, arise from, or in any way accrue from the Collateral or may become due and owing in the future, and may instruct each obligated party to make payment directly to NMAC. NMAC may notify Borrower's account debtors and other payment obligors (including banks and other depositories) to make payment of amounts on which NMAC has a security interest directly to NMAC. This includes notice to any seller, manufacturer, distributor, franchisor, wholesaler, auction, and other supplier or financier of any Collateral, who may be obligated to make any form of payment to Borrower, including payment of so-called "factory credits" or other incentive payments. Borrower unconditionally and irrevocably authorizes and instructs each of its account debtors and payments obligors to make payment directly to NMAC as instructed. NMAC may collect such payments and apply such amounts to the Indebtedness, and NMAC may retain such amounts as cash Collateral.

3. Suit. NMAC may institute proceedings to collect the Indebtedness and to recover judgment for the same and to collect upon such judgment out of any property of Borrower wheresoever situated.

4. Offset. NMAC may offset and apply any monies, credits or other proceeds or property of Borrower that have or may come into the possession or under the control of NMAC against any amount owing by Borrower to NMAC. NMAC may convert any such proceeds or property to cash and deduct from the amount applied the cost of converting the same to cash.

5. Other Remedies. NMAC may exercise its rights as a secured creditor under the Uniform Commercial Code, and, in addition, exercise any of the rights granted it in this Agreement, or any other document, instrument, or agreement executed in connection with this Agreement, or exercise any rights and pursue any remedies otherwise available to it at law or in equity.

6. Specific Performance. NMAC may, in addition to filing suit against Borrower seeking money damages, file suit against Borrower before a court of competent jurisdiction seeking specific performance of such Borrower's agreements, covenants, and Indebtedness in favor of NMAC. The parties hereto agree that money damages may be inadequate to compensate NMAC in the Event of a Default.

C. Rights with Respect to Intangibles. In addition to the rights granted to NMAC with respect to accounts, contract rights, chattel paper, tax refunds and general intangibles (hereinafter called the "**Intangibles**") pursuant to this Agreement, NMAC may:

1. settle, adjust, and compromise all present and future claims arising thereunder or in connection therewith;

2. sell, assign, pledge, or make any other agreement with respect thereto or the proceeds thereof; and

3. exercise any and all other rights and remedies that NMAC would have with respect thereto if it were the absolute owner thereof.

Borrower shall deliver to NMAC, upon demand, all of its books and records relating to the Intangibles and all instruments and other writings relating to, evidencing or constituting all or any portion of the Intangibles.

D. Repossession of Collateral. NMAC may:

1. personally, or by agents or attorneys, take possession of the Collateral or any portion thereof, from Borrower, with or without notice or demand or process of law and free from all claims by Borrower, and for that purpose NMAC may enter upon Borrower's premises where any of the same is located, remove the same without liability for suit, action or proceeding by Borrower and use in connection with such removal any and all services, supplies, aids and other facilities of Borrower, and

2. take possession of the Collateral, or any portion thereof, free from all claims by Borrower, by directing Borrower in writing to assemble the same and deliver the same to NMAC at any place or places at which Borrower then maintains facilities for maintenance or storage or to any other place or places designated by NMAC and reasonably convenient to Borrower and NMAC, in which event Borrower shall at its own expense forthwith cause the same to be moved to the place or places so designated by NMAC and there delivered to NMAC, it being understood that Borrower's obligation so to deliver the same is of the essence of this Agreement and that, accordingly, upon application to a court of equity having jurisdiction, NMAC shall be entitled to a decree requiring specific performance by Borrower of such obligation. NMAC may, without charge, keep any of the Collateral repossessed by NMAC pursuant to this clause on the premises of Borrower pending further action by NMAC. NMAC also may take possession of any or all proceeds arising from the disposition of the Collateral or any portion thereof. Further, NMAC shall have the right to apply for the appointment of a receiver of Borrower's property, including the Collateral.

E. Disposition of Collateral. NMAC may, at its option:

1. sell the Collateral or any portion thereof, at one or more public or private sales, in such manner, at such time or times and upon such terms as NMAC may determine, following notice to Borrower (which hereby agrees that any such notice given at least five (5) days before the time of any intended public sale, or before the time after which private sale, of the Collateral, or any portion thereof, is to be made, shall be reasonable notice of such sale); and/or

2. hold, lease, operate or otherwise use or permit the use of the Collateral, or any portion thereof, in such manner, for such time and upon such terms as NMAC may determine, and, in connection therewith, collect and retain all earnings, rents, profits and other amounts due and to become due with respect thereto.

Borrower agrees that the sale by NMAC of any new or unused property repossessed by NMAC to the manufacturer, distributor or seller thereof, or to any person designated by such manufacturer, distributor or seller, at the invoice cost to Borrower less any credit granted to Borrower with respect thereto and reasonable costs of transportation and reconditioning, shall be deemed to be a commercially reasonable means of disposing of the same. Borrower further agrees that if NMAC shall solicit bids from three or more other dealers in the type of property repossessed by NMAC hereunder, any sale by NMAC of such property in bulk or in parcels to the bidder submitting the highest cash bid therefor shall also be deemed to be a commercially reasonable means of disposing of the same. Borrower further agrees that return by NMAC of any property to the manufacturer, distributor or seller thereof in accordance with any agreement between Borrower and such manufacturer, distributor or seller shall be deemed to be a commercially reasonable means of disposing of the same. Notwithstanding the foregoing, it is expressly understood that such means of disposal shall not be exclusive, and that NMAC shall have the right to dispose of any property repossessed hereunder by any commercially reasonable means. Nothing herein shall require NMAC to look to any or all of the Collateral in satisfaction of Borrower's indebtedness to NMAC.

Any disposition of the Collateral may be made on the premises of Borrower or elsewhere, at the option of NMAC. Borrower hereby agrees that NMAC may, in the exercise of its remedies hereunder, use the premises on which the Collateral is located and may exercise all rights of Borrower with respect to such premises. If Borrower is the lessee of such premises, Borrower hereby assigns to NMAC all of Borrower's right, title, and interest in and to Borrower's lease covering such premises (such assignment to become effective, however, only at such time as NMAC shall notify Borrower in writing thereof), and Borrower agrees to use its best efforts to attempt to obtain any necessary consent to such assignment by the lessor thereof.

F. Application of Proceeds. The proceeds of any sale, lease or use of the Collateral, less the expenses incurred by NMAC in taking, holding, selling, leasing, using, preparing for sale or lease and the like, and reasonable attorneys' fees and other legal expenses, shall be applied by NMAC to the partial or complete satisfaction of any indebtedness or obligation of Borrower to NMAC. NMAC shall account to Borrower for any surplus, and Borrower shall be liable to NMAC for any deficiency.

G. Late Charges and Collection Expenses. Without limiting or otherwise affecting NMAC's remedies, if Borrower shall fail to pay any installment of the Indebtedness, when and as the same shall become due and payable, interest thereafter shall accrue thereon and be payable at a rate that is three (3) percent per annum more than the rate set forth in this Agreement (but in no event more than the maximum rate allowed under applicable law) until the same is paid and Borrower shall pay to NMAC, upon demand, all expenses (including reasonable attorneys' fees and other legal expenses) incurred by NMAC in effecting, or attempting to effect, collection.

H. Waiver. Borrower hereby waives (to the extent that the same may be waived) the benefit of all valuation, appraisement, exemption, stay of execution, and redemption laws now or hereafter in effect.

I. Other. NMAC may exercise any other remedy specifically granted to a secured party under the Uniform Commercial Code or now or hereafter existing in equity, at law, by virtue of statute, or otherwise.

VII. MISCELLANEOUS

A. Expenses and Fees. Borrower shall pay all costs and expenses incurred by NMAC in connection with the preparation, execution and delivery of this Agreement and all other agreements and instruments executed in connection herewith, including but not limited to, fees and disbursements of counsel for NMAC.

B. Performance of Borrower's Obligations. Time is of the essence. If Borrower shall fail to make any payment or perform any act required by this Agreement, NMAC may, but shall not be obligated to, and without prejudice to its rights and remedies if it does not, make such payment or perform such act for the account and at the expense of Borrower, without notice to or demand upon Borrower and without waiving or releasing any obligation or default. Borrower shall indemnify and hold harmless NMAC from and against all losses and expenses (including, but not limited to, reasonable attorneys' fees) suffered or incurred by NMAC by reason of any acts performed by it pursuant to this Section; and Borrower shall pay to NMAC, upon demand, all sums expended, or losses and expenses suffered or incurred, by NMAC pursuant to this Section, plus interest thereon at a rate that is three (3) percent per annum more than the rate set forth in this Agreement (but in no event more than the maximum rate allowed under applicable law) from the date on which such sums are expended, or losses and expenses suffered or incurred, by NMAC to the date on which Borrower reimburses NMAC therefor.

C. Rights, Remedies, and Powers. Each and every right, remedy, and power granted to NMAC under this Agreement shall be cumulative and in addition to any other right, remedy, or power herein specifically granted or now or hereafter existing in equity, at law, by virtue of statute or otherwise and may be exercised by NMAC from time to time concurrently or independently and as often and in such order as NMAC may deem expedient. Any failure or delay on the part of NMAC in exercising any such right, remedy or power, or abandonment or discontinuance of steps to enforce the same, shall not operate as a waiver thereof or affect NMAC's right thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. In the event NMAC shall institute proceedings to enforce any such right, remedy or power and such proceedings shall be determined adversely to NMAC, then Borrower and NMAC shall be restored to their former positions and the rights, remedies and powers of NMAC shall continue as if no such proceedings had been taken.

D. Modification, Waiver, and Consent. Neither this Agreement nor any of its provisions shall be modified, waived, or consented to orally or by course of conduct. Any modification or waiver of any provision of this Agreement, or any consent to any departure by Borrower therefrom, shall not be effective in any event unless the same is in writing and signed by a branch manager or any officer of NMAC and then such modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose given. Any notice to or demand on Borrower in any event not specifically required of NMAC hereunder shall not entitle Borrower to any other or further notice or demand in the same, similar, or other circumstances unless specifically required hereunder.

E. Notices and Other Communications. Except as otherwise provided herein, all notices and other communications delivered under or in connection with this Agreement shall be in writing and shall be deemed given only when: (i) personally delivered; (ii) delivered by reputable overnight courier service with proof of delivery; (iii) delivered by registered or certified mail with return receipt requested and postage prepaid; or (iv) upon sender's receipt of email delivery confirmation from the intended recipient (either by return receipt email, reply email, or other written acknowledgment), provided that, if such email delivery confirmation is received by the sender outside of the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next business day for the recipient. All notices shall be sent to the applicable street address or email address provided herein or to any dealership location on file with NMAC. Any party may change the address to which all notices and communications shall be sent by giving five (5) business days advance written notice of such address change to the other party at the then-current designated address. Any communication shall be deemed delivered upon tender of delivery to such address if actual delivery is not made as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery of such notice, demand, or other communication. To the extent permitted by applicable law, any notice delivered to Borrower shall be binding on all Borrowers and Guarantors as if delivered to all of them. Each notice, demand, or other communication to NMAC or Borrower shall be addressed to NMAC or Borrower at the respective address or email address set forth below:

Borrower at:
Bella Auto Group, LLC
25 W. Housatonic Street
Pittsfield, MA 01201
Attention: Mr. Columbie
Email:{. . .}

NMAC at:
Nissan Motor Acceptance Company LLC
8900 Freeport Parkway
Irving, TX 75063
Attention: Dealer Credit
Email:NMACDealerCreditFunding@nissan-usa.com

F. Approvals. By accepting or approving anything required to be observed or performed by Borrower, or to be given to NMAC, pursuant to this Agreement (including, but not limited to, any policy of insurance or any balance sheet, statement of profit and loss or other financial statement, any Intangibles or any agreement), NMAC shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by NMAC.

G. Defined Terms. "**Uniform Commercial Code**" and "**UCC**" as used herein shall mean the Uniform Commercial Code in effect in the state of Tennessee. The parties intend that the terms used herein which are defined in the UCC have, at all times, the broadest and most inclusive meanings possible. Accordingly, if the UCC in the future is amended or held by a court to define any term used herein more broadly or inclusively than the UCC in effect on the date of this Agreement, then such term, as used herein, shall be given such broadened meaning, and if the UCC in the future is amended or held by a court to define any term used herein more narrowly or less inclusively then the UCC in effect on the date of this Agreement, such amendment or holding shall be disregarded in defining terms used in this Agreement. Unless the context otherwise requires, all capitalized terms not specifically defined herein which are defined in the UCC shall have the meanings stated therein.

H. Further Assurances. At any time and from time to time Borrower shall execute and deliver such further documents and instruments and take such further action as may reasonably be requested by NMAC to effect the purposes of this Agreement.

I. Applicability to Sole Proprietorships. If Borrower is a sole proprietorship, the warranties and covenants set forth herein shall apply only to matters connected with Borrower's business herein described.

J. Successors and Assigns. Any reference to NMAC shall include the successors and assigns of NMAC. If more than one party signs this Agreement, the term "Borrower" shall mean all parties signing this Agreement (other than NMAC) and each of them, and all such parties shall be jointly and severally obligated and liable under this Agreement. The covenants and conditions of this Agreement shall apply to and bind Borrower's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of NMAC, its successors and assigns. Borrower shall not assign this Agreement except with the prior written consent of NMAC. Borrower acknowledges and agrees that NMAC may assign this Agreement or any interest hereunder, at any time without notice to or the consent of Borrower.

K. No Agency. Borrower is not an agent, partner, or joint venturer with or for NMAC and NMAC is not an agent, partner, or joint venturer with or for Borrower.

L. No Fiduciary Duty. NMAC does not have any fiduciary duty to Borrower or any Borrower affiliate arising out of or in connection with this Agreement. Borrower acknowledges and agrees that this Agreement and the transactions contemplated herein are arm's-length commercial transactions between the parties hereto.

M. Indemnification. Borrower shall indemnify, defend, and hold each Indemnitee harmless from any and all claims, suits, obligations, liabilities, damages, losses, costs, and expenses including NMAC's reasonable legal costs and expenses for counsel (whether in-house or outside), demands, liabilities, penalties, fines, and forfeitures, arising out of or in any way occasioned by any act or omission on the part of Borrower, any Borrower affiliate, or any Guarantor in respect of any matter relating to, contemplated by, or otherwise referred to in this Agreement, any Indebtedness, or any other relationship among NMAC on one hand, and, on the other, Borrower or any Borrower affiliate. Without limiting the foregoing, to the fullest extent permitted by applicable law, Borrower shall not assert, and Borrower hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement or any agreement or instrument contemplated hereby, the transactions contemplated hereby or thereby, the wholesale line of credit, or the use of the Proceeds thereof. "**Indemnitee**" means (i) NMAC, its affiliates, and the partners, principals, directors, members, officers, employees, agents, servants, contractors, subcontractors, trustees, administrators, managers, advisors, and representatives of NMAC and of its affiliates and (ii) the heirs, legal representatives, and successor and assigns of the foregoing (including any successors by merger, consolidation or acquisition of all or substantial parts of any Indemnitee's assets and business).

N. Integration. This Agreement contains the entire agreement of the parties hereto concerning the subject matter of this Agreement. All prior commitments, proposals and negotiations concerning the subject matter of this Agreement are merged into this Agreement.

O. Severability. If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof; provided, however, that any such prohibition in any jurisdiction shall not invalidate such provision in any other jurisdiction; and provided, further, that where the provisions of any such applicable law may be waived, they hereby are waived by Borrower to the full extent permitted by law to the end that this Agreement shall be deemed to be valid and binding in accordance with its terms.

P. Governing Law. This Agreement, and all claims or causes of action (whether in contract, tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement or the transactions contemplated by this Agreement, or the negotiation, execution, or performance of this Agreement, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Tennessee, without giving effect to any rules or provisions of any jurisdiction for choice of law or conflict of laws that would cause the application of the laws of any jurisdiction other than the State of Tennessee. Notwithstanding the foregoing, the perfection, the effect of perfection or nonperfection, and the priority of a security interest in the Collateral will be governed by the local law of the applicable jurisdiction as determined by the UCC.

Q. Jurisdiction and Venue. With respect to any action or proceeding related to this Agreement, the Indebtedness, the Collateral or any matter arising from or relating to this Agreement, Borrower irrevocably submits and consents to the exclusive jurisdiction of (i) the state and federal courts located in the state of Tennessee; and (ii) solely in respect of an action for temporary, provisional, or emergency injunctive or other equitable relief in order to preserve the status quo or secure or protect assets or property (including but not limited to actions for possession, repossession, foreclosure, or replevin of the Collateral or related security interests), any other state where any Collateral is located. In any such action or proceeding, Borrower waives personal service of the summons and complaint or other process and papers and agrees that service of process may be made by mail directed to Borrower at any dealership location or any other address of which NMAC has received notice under this Agreement or as otherwise provided by law. Service is deemed complete three (3) days after mailing, or as permitted under the court's rules. Any action or proceeding begun by Borrower against NMAC will be litigated only in a Federal Court located in the Middle District of Tennessee, or a State Court located in the County of Williamson, Tennessee, and Borrower waives any objection based on forum non conveniens and any objection to venue in connection with any such action or proceeding. Notwithstanding the foregoing, an action for temporary, provisional, or emergency injunctive or other equitable relief in order to preserve the status quo or secure or protect assets or property (including but not limited to actions for possession, repossession, foreclosure, or replevin of the Collateral or related security interests) may be litigated in any other state where any Collateral is located. For the avoidance of doubt, nothing in this Section shall be construed to mean the parties are relieved of any obligation to arbitrate any arbitrable Claim.

R. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BEGUN BY EITHER OF THEM AGAINST THE OTHER RELATED DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE OBLIGATIONS AND INDEBTEDNESS, THE COLLATERAL, ANY ALLEGED TORTIOUS CONDUCT BY BORROWER OR NMAC, OR ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, FROM AND/OR RELATED TO THE RELATIONSHIP BETWEEN BORROWER AND NMAC (EACH A "**CLAIM**" AND COLLECTIVELY, "**CLAIMS**").

S. Arbitration. The parties hereby agree to resolve any and all claims by confidential binding arbitration including any dispute about arbitrability, such as scope and enforceability, except for (a) an action for temporary, provisional, or emergency injunctive or other equitable relief in order to preserve the status quo, secure or protect assets or property (including but not limited to actions for possession, repossession, foreclosure, or replevin of the Collateral or related security interests), or prevent irreparable harm prior to arbitration of the Claims; and (b) any Claims for which applicable law does not permit arbitration and requires adjudication in a specific civil court. The arbitration shall be conducted in Williamson County, Tennessee pursuant to the JAMS Comprehensive Arbitration Rules and Procedures or such other rules as agreed upon by the parties. The arbitration shall be concluded within twelve (12) months from the appointment of the arbitrator and the arbitrator's findings, reasoning, decision, and award will be stated in a written opinion based upon applicable law and provided to the parties within thirty (30) days of the conclusion of the final arbitration hearing. Each party shall bear its own fees and expenses in connection with the arbitration, except all fees and expenses of the arbitrator, court reporter, arbitrator's written opinion, and arbitration hearing room shall be paid half by the NMAC related parties and half by the Borrower related parties. ARBITRATION MAY SUBSTANTIALLY LIMIT THE PARTIES' RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING THE PARTIES' RIGHT TO LITIGATE IN COURT OR HAVE A JURY TRIAL, DISCOVERY AND APPEAL RIGHTS, AND THE RIGHT TO PARTICIPATE IN COURT OR IN ARBITRATION AS A REPRESENTATIVE OR MEMBER OF A CLASS ACTION.

T. Limitation on Liability. Borrower's damages for all Claims under this Agreement are expressly limited to the lesser of: (i) the actual dollar amount of Borrower's future economic or financial loss; (ii) the reasonable dollar amount of lost future profits for general damages, if any, for not more than two (2) years from the accrual date of the Claim; or (iii) the amount of interest assessed by NMAC and actually paid by Borrower in the twenty-four (24) calendar months immediately preceding accrual of the Claim.

U. Waiver on Types of Damages Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL CLAIMS, THE PARTIES WAIVE ANY RIGHT TO RECOVER ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, AND WAIVE ANY PUNITIVE OR EXEMPLARY DAMAGES.

V. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

W. Electronic Signatures, Delivery, and Record Retention. This Agreement may be executed with electronic signatures, which shall be deemed to be the same as original handwritten signatures for the purposes of validity, enforceability, and admissibility, and the parties waive any objections or defenses to the contrary. A signed or electronically signed copy of this Agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be converted to and retained solely in an electronic format. A copy of this Agreement produced in or reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy. Destruction of an original executed copy of this Agreement shall not constitute a release, discharge, cancellation, or renunciation of any rights or obligations set forth herein.

[Signatures on Following Page]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date written below (the "**Effective Date**").

Dated: Dec. 2, , 2024

Bella Auto Group, LLC, a Massachusetts limited liability company

By: ______________________
Javier Columbie
Member

Nissan Motor Acceptance Company LLC, a Delaware limited liability company

By: ______________________
Jim Niezgoda
Senior Manager, Dealer Credit

EXHIBIT 4

CONTINUING GUARANTY AGREEMENT

This Continuing Guaranty Agreement (this "**Guaranty**"), dated as of Dec. 2, 2024, is executed by the undersigned, as Guarantor (together with any successors and assigns, "**Guarantor**"), in favor of NISSAN MOTOR ACCEPTANCE COMPANY LLC, a Delaware limited liability company (together with its successors and assigns, "**Lender**") and each other Beneficiary (as hereinafter defined).

RECITALS

Guarantor directly or indirectly owns equity in BELLA AUTO GROUP, LLC, a Massachusetts limited liability company (together with its successors and assigns, "**Obligor**") and receives substantial direct or indirect benefits from financial accommodations that have been or will be extended to Obligor by Lender. This Guaranty is being provided as a material and essential inducement to Lender in connection with such financial accommodations.

AGREEMENT

NOW, THEREFORE, in consideration for the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

Section 1. **Certain Defined Terms**. As used herein, the following terms shall have the following meanings: (a) "**Bankruptcy Event**" means, with respect to any Person, any proceeding commenced by or against such Person with respect to the insolvency, bankruptcy, or reorganization of such Person, including any proceeding under Title 11 of the United States Code (the Bankruptcy Code), any assignment for the benefit of creditors, and the appointment of any receiver, trustee, or custodian for such Person or for all or any substantial part of the assets of such Person; (b) "**Beneficiary**" means Lender and any Person that is an assignee or transferee of Lender's rights and interests in all or any portion of the Liabilities and/or the Financing Documents, to the extent of such assignment or transfer; (c) "**Financing Documents**" means (i) all documentation of any type between Lender and Obligor (whether or not any third parties are also party thereto) giving rise to or evidencing any loan, lease, or other transaction of any type, whether currently in effect or hereafter entered into, as the same may be amended, restated, supplemented, replaced or otherwise modified at any time and from time to time and all renewals and extensions (in whole or in part) of any of the foregoing, and (ii) any promissory note, instrument, filing, agreement, or other document evidencing, giving rise to or relating to any of the Liabilities; (d) "**including**" means including, without limitation (and shall be read in the broadest manner possible); (e) "**Liabilities**" means each of the following: (i) all obligations, indebtedness, and liabilities of any type whatsoever owed by Obligor to Lender (or its assignee or transferee), howsoever created, whether owed individually or jointly, and whether direct or indirect (including those acquired by assignment or assumption), absolute or contingent (as maker, endorser, guarantor, surety, or otherwise), liquidated or unliquidated, accrued or unaccrued, due or to become due, now existing, or hereafter arising, including (as applicable) principal, interest, fees, monthly rent, supplemental rent, indemnities, damages, losses, costs, interest, charges, attorneys' fees, and expenses and other obligations or liabilities of any type arising under or in connection with any Financing Document, (ii) any obligations, indebtedness, and liabilities of the type described in the foregoing clause (i) purportedly incurred on behalf of Obligor by any director, officer, employee, agent, representative, member, or partner of Obligor, without regard to the actual authority of such person to bind Obligor and without regard to authority or capacity of Obligor to incur any such obligation, indebtedness, or liability, and (iii) if there is a Bankruptcy Event with respect to Obligor, any Other Obligor, or Guarantor, any such obligations, indebtedness, and liabilities of the type described in the foregoing clauses (i) or (ii) (including post-petition interest), regardless of whether or not the foregoing constitutes an allowed or allowable claim in the proceeding with respect to such Bankruptcy Event and regardless of whether the related Financing Document has been rejected, disaffirmed, or terminated as a result of such Bankruptcy Event, and all other liabilities or obligations that would have been payable pursuant to the terms of any Financing Document had such Liability or Financing Document not been disallowed, rejected, disaffirmed, or terminated; (f) "**Other Obligor**" means, with respect to the signatory hereto, any Person (other than Obligor or such signatory) that is a co-obligor, guarantor (including any other signatory hereto if there is more than one signatory), endorser or surety on or otherwise liable under any of the Liabilities or that has granted collateral to secure payment thereof, (g) "**Person**" means any natural person, partnership, corporation, limited liability company, association, trust, or other incorporated or unincorporated entity of any type whatsoever; (h) "**State**" means each state, district, territory, or other political subdivision of the United States of America; and (i) "**Termination Date**" means the date on which all Financing Documents have terminated (pursuant to the terms of each of them) and all Liabilities have been indefeasibly paid in full.

Section 2. **Guaranty**. Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the Beneficiaries the following (collectively, the "**Guaranteed Obligations**"): (a) the full and prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand, or otherwise, of all present and future Liabilities, and (b) the punctual performance, observance, and fulfillment of all terms, covenants, agreements, conditions, and performance obligations of Obligor in favor of any Beneficiary set forth in any Financing Document or otherwise arising in connection with the Liabilities. This Guaranty is a guaranty of payment and performance and is not merely a guaranty of collection. With respect to any natural person signatory hereto, this Guaranty is the personal guaranty of such natural person in his or her individual capacity.

Section 3. **Unlimited Guaranty**. The total obligation under this Guaranty shall be UNLIMITED and this obligation shall include (a) any and all Liabilities, and (b) amounts owing under the Guaranty. Any reference herein (a) to this Guaranty being secured by certain collateral shall NOT be deemed to limit the total obligation of Guarantor under this Guaranty or (b) to this Guaranty being limited in any respect shall NOT be deemed to limit the total obligation of Guarantor under any prior or subsequent guaranty given by any Guarantor to Lender. The liability of Guarantor to Lender shall at all times be deemed to be the aggregate liability under this Guaranty and any other guaranties previously or subsequently given to Lender by Guarantor and not expressly revoked, modified, or invalidated in writing.

Section 4. **Ratification**. Guarantor hereby ratifies, confirms, and adopts (i) all of the terms, conditions, agreements, stipulations, obligations, and liabilities arising under or forming part of each and every Financing Document heretofore or hereafter executed by Obligor, which shall remain unchanged by virtue of this Guaranty, (ii) all Liabilities, and (iii) any and all liens on, and claims against, any and all real and/or personal property securing all or any portion of the Guaranteed Obligations.

Section 5. **Payment or Performance by Guarantor**. If any Guaranteed Obligation is not paid when due or performed as required, Guarantor hereby agrees to, and will immediately, pay, or perform (as applicable) the same, without notice, demand, or any action of any type by any Beneficiary or any other Person. Any such payment shall be remitted by Guarantor to the applicable Beneficiary in United States Dollars in immediately available funds, without setoff, counterclaim, or other reduction or defense of any type whatsoever. Any payment by Guarantor hereunder may be applied to the Liabilities in any order that Lender (or any other applicable Beneficiary) may, in its sole discretion, choose.

Section 6. **Absolute, Irrevocable, Unconditional and Primary Obligation**. The obligations of Guarantor to the Beneficiaries hereunder are absolute, irrevocable, and unconditional under any and all circumstances. Accordingly, Guarantor's obligations hereunder shall remain in full force and effect and shall be binding upon and enforceable against the signatory hereto, as primary and independent obligations of such signatory, irrespective of (and not conditioned on): (a) enforceability against Obligor or any Other Obligor, (b) the genuineness, validity, regularity, legality, or enforceability of any of the Financing Documents, or (c) the capacity or authority of Obligor to enter into any Financing Document or incur any Liabilities. Any release by any Beneficiary of Obligor or any Other Obligor and/or any failure by any Beneficiary to seek enforcement against Obligor or any Other Obligor or against any collateral or other credit support shall not relieve Guarantor of the obligations arising hereunder or impair or affect the rights and remedies, express or implied, or as a matter of law, of any Beneficiary against Guarantor. Guarantor hereby fully and irrevocably waives and relinquishes any defense, offset, or counterclaim of Obligor (or held directly by Guarantor) to payment and/or performance of any Guaranteed Obligations (other than payment in full). The obligations of Guarantor hereunder shall not be limited, impaired, or affected in any way by any reorganization, restructuring or change in ownership of Obligor (including if Guarantor ceases to own any equity in Obligor) or any Other Obligor, any Bankruptcy Event with respect to Obligor, any Other Obligor or Guarantor, any dissolution of Obligor or any Other Obligor, or if Obligor or any Other Obligor otherwise ceases to exist.

Section 7. **Action or Proceeding**. Any Beneficiary may, at its option, name Guarantor in any action or proceeding commenced against Obligor or may initiate an independent action or proceeding against Guarantor with respect to the Guaranteed Obligations (or any of them) without first (or ever) asserting, prosecuting, or exhausting any remedy or claim against Obligor, any Other Obligor or any collateral or credit support.

Section 8. **Continuing Guaranty**. This Guaranty constitutes a continuing guaranty of payment and performance and shall remain in full force and effect without respect to future changes. Guarantor acknowledges that the Liabilities guaranteed hereby may include future advances by Lender to Obligor (without any obligation to make such future advances) and/or may arise under successive transactions and that the number and amount of the Liabilities are unlimited and may fluctuate from time to time, including in the case of any compromise, extension, increase, modification, release, or renewal of any Liabilities and any new or additional Liabilities (whether or not any or all prior Liabilities have been satisfied in whole or in part at such time), and all of such Liabilities shall constitute

Guaranteed Obligations that are guaranteed by Guarantor hereunder. To the maximum extent permitted by law, Guarantor hereby waives any right to revoke this Guaranty as to current or future Liabilities; provided, that if any such revocation is effective notwithstanding the foregoing waiver (which Guarantor acknowledges would be contrary to the intent of the parties), Guarantor acknowledges and agrees that (a) such revocation shall not be effective until two (2) business days after confirmed receipt by Lender of a written notice or revocation (the "**Revocation Effective Date**") from a signatory hereto (the "**Revoking Guarantor**") with respect to the obligations of such signatory, (b) no such revocation shall apply to the guaranty provided hereunder by any signatory hereto other than the Revoking Guarantor, (c) no such revocation shall apply to any Guaranteed Obligations in existence prior to the Revocation Effective Date (including any subsequent continuation, extension, or renewal thereof and regardless of any change in the interest rate or other terms thereof), (d) no such revocation shall apply to any Guaranteed Obligations made or created after the Revocation Effective Date to the extent made or created pursuant to a legally binding commitment of Lender or any other Beneficiary in existence on the Revocation Effective Date, (e) any payment by Obligor or any Person other than the Revoking Guarantor with respect to the Guaranteed Obligations subsequent to the Revocation Effective Date shall first be applied to that portion of the Guaranteed Obligations as to which such revocation is effective (and therefore not guaranteed by the Revoking Guarantor), and (f) such revocation shall not result in a release, termination, revocation, or modification (in any respect) of any lien or encumbrance on any collateral securing the Guaranteed Obligations (which lien or encumbrance shall continue in full force and effect notwithstanding any such revocation).

Section 9. **Guarantor Waivers**. Guarantor hereby irrevocably waives, to the fullest extent permitted by law, all diligence, presentment, protest, demand for payment or performance, notice of default, nonpayment or nonperformance, notice of acceptance, notice of protest, notice of dishonor, notice of adverse change in Obligor's financial condition, notice of any legal proceeding or commencement of any lawsuit against Obligor or any Other Obligor, notice of any exercise of any right or remedy in connection with the Guaranteed Obligations or otherwise against Obligor's property or any collateral, notice of any other fact or circumstance that might increase the risk of Guarantor hereunder, and all other notices, demands, or actions of any kind or nature whatsoever. Guarantor's obligations hereunder shall be unimpaired by, and Guarantor hereby irrevocably waives (and agrees not to exercise), to the fullest extent permitted by law, any and all rights, benefits, and defenses arising directly or indirectly under, in connection with or by reason of any of the following (if applicable): (a) the doctrine of marshalling of assets, any antideficiency laws, any laws requiring foreclosure on real property conveyed as collateral prior to claiming under any guaranty and/or any laws relating to election of remedies, even if the foregoing (such as a nonjudicial foreclosure of certain collateral) may impair Guarantor's rights of subrogation, (b) any Obligor and/or Other Obligor being discharged or released from liability for, or otherwise no longer being liable for, the Guaranteed Obligations (or any of portion thereof), (c) any statute of limitations; and (d) any other event or circumstance whatsoever that could constitute, or could be construed to constitute, an equitable or legal (whether statutory or commonlaw) defense, offset, or discharge of a surety or a guarantor, including (if applicable) California Civil Code Sections 2787 through 2855, inclusive, Chapter 2 of Title 14 of the California Civil Code, the Illinois Sureties Act, 740 Illinois Compiled Statutes 155/1, any successor provision with respect to any of the foregoing, and/or any similar or dissimilar laws of any jurisdiction.

In addition, without limitation of the foregoing, in respect of any real property located in the State of California: Guarantor unconditionally and irrevocably waives all rights and defenses that Guarantor may have because the Guaranteed Obligations are secured by such real property. Meaning, among other things, that: (i) Beneficiary may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by Obligor; and (ii) if Beneficiary forecloses on any real property collateral pledged by Obligor: (A) the amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; (B) Beneficiary may collect from Guarantor even if Beneficiary, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from Obligor. This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because Obligor's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses based upon Sections 580a, 580b, 580d, or 726 of the California Code of Civil Procedure. In addition, Guarantor waives all rights and defenses arising out of an election of remedies by Beneficiary, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for any of the Guaranteed Obligations, has destroyed Guarantor's rights of subrogation and reimbursement against Obligor by the operation of Section 580d of the California Code of Civil Procedure or otherwise.

Section 10. **Waiver of Homestead Rights and Exemptions**. Guarantor (or any of them, if applicable) may be entitled under or by virtue of the constitution or laws of the United States of America or any State to homestead rights and exemptions and other property rights and exemptions (any of the foregoing, a "**Homestead Exemption**"). To the extent applicable and to the fullest extent permitted by law, Guarantor hereby knowingly and voluntarily waives, relinquishes, terminates, and renounces, for themselves and their family, any and all Homestead Exemptions as against the obligations arising hereunder. Guarantor does hereby transfer, convey, and assign to Lender (and each other Beneficiary) all such Homestead Exemptions and all rights relating thereto, and agrees that notwithstanding the existence of any such Homestead Exemption, Guarantor shall pay, and hereby directs any trustee in bankruptcy or receiver to deliver, a sufficient amount of property or money to pay in full all Guaranteed Obligations and all other amounts payable hereunder, which Guarantor agrees may be paid from Guarantor's homestead or other property that would be otherwise be excluded by reason of, or be subject to, a Homestead Exemption.

Section 11. **Waivers of Subrogation; Subordination**. Guarantor hereby agrees not to assert and, to the fullest extent permitted by law, hereby waives any and all rights of subrogation, reimbursement, indemnification, contribution and related rights (including, without limitation, any rights in or the benefit of any collateral granted to or held by any Beneficiary to secure the Guaranteed Obligations) arising in connection with this Guaranty prior to the Termination Date. Guarantor acknowledges that it has received, or will receive, direct or indirect benefit from Lender entering into or continuing its financing relationship with Obligor, and Guarantor irrevocably waives any defense to the enforcement of this Guaranty based upon lack of adequate consideration. Any indebtedness or other obligation of Obligor now or hereafter held by or owing to Guarantor is hereby fully and completely subordinated to all Guaranteed Obligations and no payments shall be made by Obligor to Guarantor at any time that there is a default hereunder or under any Financing Document.

Section 12. **Lender Authority**. Guarantor hereby irrevocably consents and agrees that, without the necessity of any reservation of rights against Guarantor or any notice to or further approval of Guarantor, and without in any way impairing, limiting, discharging, or otherwise affecting the obligations of Guarantor hereunder, a Beneficiary is fully authorized, in its sole discretion, to do any or all of the following at any time and from time to time: (a) change the time, manner, or place of payment or performance, or the interest rate or other terms, or the amount of any Guaranteed Obligations, or otherwise supplement, modify, amend, renew, adjust, extend, compromise, accept partial payments or performance on, exercise remedies (or fail to exercise remedies) with respect to or otherwise deal in any manner with, any or all of the Guaranteed Obligations; (b) release, terminate, waive, abandon, accelerate, compromise, settle, or subordinate any claims against Obligor or any Other Obligor in any manner whatsoever; (c) consent (or fail to consent) to the transfer by Obligor of any property conveyed to Beneficiary as collateral or Obligor's rights or obligations under any Financing Document or with respect to any Liabilities, (d) enter into or give (or fail to enter into or give) any agreement, approval, waiver, or consent with respect to any use or disposition of property conveyed to Beneficiary as collateral, any Financing Document, or any of the Guaranteed Obligations; and/or (e) perfect or fail to perfect its interest in, adjust, dispose of, sell for any amount (including less than fair value), or decline to sell or otherwise dispose of, set, or change to method or timing of disposition of, collect or fail to collect upon, surrender, release, abandon, substitute, exchange, receive, repossess, liquidate in any manner (including judicial or nonjudicial sale or other disposition), bid and purchase at any foreclosure sale or otherwise, enter into an accord and satisfaction agreement with respect to, or take any other action (or fail to take any action) in any manner with respect to any collateral securing all or any part of the Guaranteed Obligations, whether or not (in the case of any of the foregoing) such Beneficiary was negligent or made a mistake in judgment with respect thereto.

Section 13. **Waivers Reasonable; Cumulative Remedies**. Guarantor warrants and agrees that each of the waivers, consents, and agreements set forth in this Guaranty is made with full knowledge of its significance and consequences and that, under the circumstances, the waivers, consents, and agreements are reasonable and not contrary to public policy or law. If any of such waivers, consents, or agreements herein set forth are determined to be contrary to any applicable law or public policy, such waivers, consents, or agreements shall be effective to the maximum extent permitted by law and shall not affect or impair any other provision hereof. All of the rights and remedies of the Beneficiaries hereunder, at law or in equity are cumulative and not exclusive and no failure by any Beneficiary to exercise any such right or remedy shall constitute a waiver thereof or a modification of this Guaranty (or any provision hereof) by course of conduct.

Section 14. **Representations and Warranties**. Guarantor hereby represents, warrants, and certifies, for the benefit of the Beneficiaries, on the date hereof (which representations and warranties shall survive the execution hereof and shall be deemed to be repeated on and as of any subsequent extension of credit by Lender to Obligor) as follows: (i) all representations and warranties provided under each Financing Document are true and correct in all material respects as of the date hereof and will be true and correct upon any subsequent extension of credit (except to the extent expressly provided as of a specific other date, and then are true and correct as of such specific other date); (ii) no breach, default, or similar event exists under any Financing Document; (iii) there has been no material adverse change in the financial condition of Guarantor since the most recent delivery of the financial statements (or other financial information) of Guarantor to the Lender; (iv) Guarantor (if not a natural person) is duly organized, validly existing, and in good standing under the laws of its state of organization; (v) Guarantor has all necessary power and authority to enter into this Guaranty and perform Guarantor's obligations hereunder, including, without limitation, to guarantee the Guaranteed Obligations; (vi) the execution, delivery, and performance of this Guaranty and the consummation of the transactions contemplated hereby (A) have been duly authorized by Guarantor (including, if Guarantor is not a natural person, by all necessary action under its organizational documents and applicable law governing the applicable entity type), (B) do not require any consent, authorization, approval, license, or exemption that has not been obtained, filing or registration that has not been made, or notice that has not been given, (C) do not violate or result in a default under any law, rule, regulation, writ, judgment, injunction, decree, or material agreement to which Guarantor is subject (including, if Guarantor is not a natural person, its organizational documents); (vii) if Guarantor is not a natural person, the person signing on behalf of Guarantor has all necessary power and authority to bind Guarantor hereunder and has been duly authorized to execute this Guaranty on behalf of Guarantor; (viii) if Guarantor is a trust, this Guaranty is entered into for the benefit of the beneficiaries of the trust and is within its trust powers; (ix) this Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid, and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, except as the enforceability may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally and general equitable principles; (ix) upon execution of this Guaranty and after giving effect to the incurrence of the obligations hereunder by Guarantor, (A) the fair salable value (taken on a going concern basis for any entity) of the assets (including goodwill) of Guarantor will exceed the fair value of Guarantor's liabilities, (B) Guarantor does not have unreasonably small capital and (C) Guarantor is able to pay Guarantor's debts as they mature; (xi) there is no pending or, to the best of Guarantor's knowledge, threatened litigation, arbitration, or administrative proceeding, investigation or injunction, writ or restraining order against Guarantor or any affiliate thereof before any court, governmental entity, or arbitrator that could have a material adverse effect on the enforceability of this Guaranty or the ability of Guarantor to perform Guarantor's obligations hereunder; (xii) Guarantor has not violated (and, if not a natural person, has established and maintains policies and procedures to prevent violation of) any anti-bribery, anti-corruption or anti-money laundering laws or regulations to which Guarantor is subject; (xiii) Guarantor is not a "foreign person" within the meaning of §1445(f)(3) of the Federal tax code; and (xiv) Guarantor (and if Guarantor is not a natural person, none of its subsidiaries, directors, officers or representatives) is, or is owned or controlled by, any Person that is the target of economic or trade sanctions under any applicable law or is located, organized, or resident in a country or territory that is, or whose government is, the subject of any sanctions under United States law broadly prohibiting dealings with such government, country, or territory.

Section 15. **Indemnification**. Guarantor agrees to indemnify and hold harmless Lender from and against any and all claims, actions, damages, costs, and expenses, including reasonable attorneys' fees, incurred by Lender in connection with Guarantor's exercise of any right of subrogation, contribution, indemnification, or recourse with respect to this Guaranty. Lender has no duty to enforce or protect any rights which Guarantor may have against Obligor and Guarantor assumes full responsibility for enforcing and protecting these rights. Without limiting the foregoing, to the fullest extent permitted by applicable law, Guarantor shall not assert, and Guarantor hereby waives, any claim against Lender, on any theory of liability, for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Guaranty, any Financing Document, or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any loan extended under any Financing Document, or the use of the proceeds thereof. The terms and provisions of this Section shall survive the execution, delivery, and termination of this Guaranty.

Section 16. [*Reserved*].

Section 17. **Multiple Guarantors; Joint and Several Liability**. Guarantor acknowledges that the effectiveness of this Guaranty is not conditioned on any or all of the Guaranteed Obligations being guaranteed by any other Person. Lender, in its sole discretion, may release any Guarantor or other Person for any consideration which it deems adequate, and may fail or elect not to prove a claim against the estate of any bankrupt, insolvent, incompetent, or deceased Guarantor or other Person; and after that, without notice to any other Guarantor, Lender may extend or renew any or all indebtedness or other obligation and may permit Obligor to incur additional indebtedness or other obligation, without affecting in any manner the unconditional obligation of any remaining Guarantor. This action by Lender shall not, however, be deemed to affect any right to contribution which may exist among the Guarantor and any other guarantors of the Guaranteed Obligations. Guarantor shall indemnify Lender against all claims, damages, costs, and expenses, including reasonable attorneys' fees, incurred by Lender in connection with any suit, claim, or action against Lender arising out of any modification or termination of Obligor's loan or any refusal by Lender to extend additional credit in connection with the termination of this Guaranty.

Section 18. **Severability**. If any provision of this Guaranty or any other Financing Document signed by Guarantor shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any remaining provisions of this Guaranty and any other Financing Document signed by Guarantor, and any such prohibition in any jurisdiction shall not invalidate such provisions in any other jurisdiction.

Section 19. **Time of Essence**. Time is of the essence of each and every provision of this Guaranty and any other Financing Document signed by Guarantor.

Section 20. **Termination; Reinstatement**. This Guaranty shall terminate on the Termination Date. Guarantor agrees that if at any time all or any part of any payment theretofore applied by any Beneficiary to any of the Liabilities is or must be rescinded or returned for any reason whatsoever (including upon any Bankruptcy Event with respect to Obligor, Guarantor, or any Other Obligor), the Liabilities that had been satisfied by application of such payment shall, for the purposes of this Guaranty, be deemed to have continued in existence (as if no payment had ever been made thereon) and this Guaranty shall continue to be effective or be reinstated, as the case may be, as to such Liabilities.

Section 21. **Costs and Expenses**. Guarantor shall pay to each of the Beneficiaries, immediately upon demand (as a direct and primary obligation of Guarantor), the amount of all payments, advances, charges, costs, and expenses, including reasonable attorneys' fees (including court costs, outside counsel fees and the allocated cost of in-house counsel), expended or incurred by or on behalf of such Beneficiary arising out of or in connection with this Guaranty, the enforcement of any rights, powers, or remedies hereunder, the collection of any Guaranteed Obligations, with or without litigation, including upon a Bankruptcy Event with respect to Guarantor or Obligor, and the prosecution or defense of any action (whether through arbitration, judicial action, including any appellate action, or otherwise) in any way related to this Guaranty. The obligations of Guarantor under this Section shall survive termination of this Guaranty. Until paid to such Beneficiary, such amounts shall bear interest, commencing with Beneficiary's demand therefor, at the highest rate of interest legally allowed.

Section 22. **NO RELIANCE BY GUARANTOR**. GUARANTOR'S EXECUTION OF THIS GUARANTY WAS NOT BASED UPON ANY FACTS OR MATERIALS PROVIDED BY LENDER OR ANY OTHER BENEFICIARY AND GUARANTOR WAS NOT INDUCED TO EXECUTE THIS GUARANTY BY ANY REPRESENTATION, STATEMENT, OR ANALYSIS MADE BY LENDER OR ANY OTHER BENEFICIARY. GUARANTOR ACKNOWLEDGES AND AGREES THAT GUARANTOR ASSUMES SOLE RESPONSIBILITY FOR INDEPENDENTLY OBTAINING ANY INFORMATION OR REPORTS DEEMED ADVISABLE BY GUARANTOR WITH REGARD TO OBLIGOR AND THE GUARANTEED OBLIGATIONS, AND GUARANTOR REPRESENTS THAT GUARANTOR RELIED SOLELY ON THE INFORMATION OR REPORTS SO OBTAINED IN REACHING THE DECISION TO EXECUTE THIS GUARANTY. GUARANTOR ACKNOWLEDGES AND AGREES THAT NEITHER LENDER NOR ANY OTHER BENEFICIARY IS UNDER ANY OBLIGATION, NOW OR IN THE FUTURE, TO FURNISH ANY INFORMATION TO GUARANTOR CONCERNING OBLIGOR OR ANY GUARANTEED OBLIGATIONS AND NEITHER LENDER NOR ANY OTHER BENEFICIARY SHALL BE DEEMED (NOW OR IN THE FUTURE) TO WARRANT THE ACCURACY OF ANY INFORMATION OR REPRESENTATION WITH RESPECT THERETO.

Section 23. **Governing Law**. This Guaranty, and all claims or causes of action (whether in contract, tort, or otherwise) that may be based upon, arise out of, or relate to this Guaranty or the transactions contemplated by this Guaranty, or the negotiation, execution, or performance of this Guaranty, shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Tennessee, without giving effect to any rules or provisions of any jurisdiction for choice of law or conflict of laws that would cause the application of the laws of any jurisdiction other than the State of Tennessee. Notwithstanding the foregoing, the perfection, the effect of perfection or nonperfection, and the priority of a security interest in the property will be governed by the local law of the applicable jurisdiction where the property is located.

Section 24. **Jurisdiction and Venue**. With respect to any action or proceeding related to this Guaranty, the indebtedness, the property or any matter arising from or relating to this Guaranty, Guarantor irrevocably submits and consents to the exclusive jurisdiction of (i) the state and federal courts located in the state of Tennessee; and (ii) solely in respect of an action for temporary, provisional, or emergency injunctive or other equitable relief in order to preserve the status quo or secure or protect assets or property (including but not limited to actions for possession, repossession, foreclosure, or replevin of the property or related security interests) any other state where any property is located. In any such action or proceeding, Guarantor waives personal service of the summons and complaint or other process and papers and agrees that service of process may be made by mail directed to Guarantor or Obligor at any property location or any other address of which Lender has received notice under this Guaranty or as otherwise provided by law. Service is deemed complete three (3) days after mailing, or as permitted under the court's rules. Any action or proceeding begun by Guarantor against Lender will be litigated only in a Federal Court located in the Middle District of Tennessee, or a State Court located in the County of Williamson, Tennessee, and Guarantor waives any objection based on forum non conveniens and any objection to venue in connection with any such action or proceeding. Notwithstanding the foregoing, an action for temporary, provisional, or emergency injunctive or other equitable relief in order to preserve the status quo or secure or protect assets or property (including but not limited to actions for possession, repossession, foreclosure, or replevin of the property or related security interests) may be litigated in any other state where property is located. For the avoidance of doubt, nothing in this Section shall be construed to mean the parties are relieved of any obligation to arbitrate any arbitrable Claim.

Section 25. **JURY WAIVER**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BEGUN BY EITHER OF THEM AGAINST THE OTHER RELATED DIRECTLY OR INDIRECTLY TO THIS GUARANTY, THE OBLIGATIONS AND INDEBTEDNESS, THE PROPERTY, ANY ALLEGED TORTIOUS CONDUCT BY GUARANTOR OR LENDER, OR ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, FROM AND/OR RELATED TO THE RELATIONSHIP BETWEEN OBLIGOR, GUARANTOR, AND LENDER (EACH, A "**CLAIM**" AND COLLECTIVELY, "**CLAIMS**").

Section 26. **Arbitration**. The parties hereby agree to resolve any and all claims by confidential binding arbitration including any dispute about arbitrability, such as scope and enforceability, except for (a) an action for temporary, provisional, or emergency injunctive or other equitable relief in order to preserve the status quo, secure or protect assets or property (including but not limited to actions for possession, repossession, foreclosure, or replevin of the property or related security interests), or prevent irreparable harm prior to arbitration of the Claims; and (b) any Claims for which applicable law does not permit arbitration and requires adjudication in a specific civil court. The arbitration shall be conducted in Williamson County, Tennessee pursuant to the JAMS Comprehensive Arbitration Rules and Procedures or such other rules as agreed upon by the parties. The arbitration shall be concluded within twelve (12) months from the appointment of the arbitrator and the arbitrator's findings, reasoning, decision, and award will be stated in a written opinion based upon applicable law and provided to the parties within thirty (30) days of the conclusion of the final arbitration hearing. Each party shall bear its own fees and expenses in connection with the arbitration, except all fees and expenses of the arbitrator, court reporter, arbitrator's written opinion, and arbitration hearing room shall be paid half by the Lender related parties and half by the Guarantor related parties. ARBITRATION MAY SUBSTANTIALLY LIMIT THE PARTIES' RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING THE PARTIES' RIGHT TO LITIGATE IN COURT OR HAVE A JURY TRIAL, DISCOVERY AND APPEAL RIGHTS, AND THE RIGHT TO PARTICIPATE IN COURT OR IN ARBITRATION AS A REPRESENTATIVE OR MEMBER OF A CLASS ACTION.

Section 27. **Limitation on Liability**. Guarantor's damages for all Claims under this Guaranty are expressly limited to the lesser of: (i) the actual dollar amount of Guarantor's future economic or financial loss; (ii) the reasonable dollar amount of lost future profits for general damages, if any, for not more than two (2) years from the accrual date of the Claim; or (iii) the amount of interest assessed by Lender and actually paid by Guarantor in the twenty-four (24) calendar months immediately preceding accrual of the Claim.

Section 28. **WAIVER ON TYPES OF DAMAGES CLAIMS**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL CLAIMS, THE PARTIES WAIVE ANY RIGHT TO RECOVER ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, AND WAIVE ANY PUNITIVE OR EXEMPLARY DAMAGES.

Section 29. **Successors and Assigns**. This Guaranty shall be effective against the signatory hereto upon execution by or on behalf of such signatory. This Guaranty is for the express benefit of each Beneficiary and its successors and assigns and shall be binding upon the signatory and the heirs, executors, administrators, estates, successors, and assigns of the signatory. Guarantor may not sell, transfer, assign, delegate, or negotiate this Guaranty or any obligations, rights, or interests of Guarantor arising hereunder without Lender's prior written consent. This Guaranty and all rights and interests of each Beneficiary hereunder are freely transferable by such Beneficiary.

Section 30. **Consent and Joinder of Spouse**. Any natural person signatory to this Guaranty ("**Individual Guarantor**") hereby represents and warrants that either (a) s/he is not married or (b) his/her spouse ("**Spouse**") is either a guarantor signatory hereto or has executed the "**Consent and Joinder as Spouse**" set forth below. If an Individual Guarantor has a Spouse that is executing a Consent and Joinder as Spouse, such Individual Guarantor further acknowledges that he/she has provided personal financial statements of individual assets to Lender as required by Lender or as Individual Guarantor otherwise deemed sufficient in order for Lender to evaluate the creditworthiness of Individual Guarantor and, based on the foregoing, Lender has reasonably determined as a credit matter that Spouse is required to sign the Consent and Joinder of Spouse. Individual Guarantor hereby acknowledges (and Spouse agrees, by execution of the Consent and Joinder of Spouse) that (i) all community property of Individual Guarantor and Spouse, however and whenever acquired, and all separate property of Individual Guarantor, however and whenever acquired (but not the separate property of Spouse) are subject to the obligations under this Guaranty and (ii) Spouse is waiving his/her Homestead Exemptions in the manner set forth in the Consent and Joinder of Spouse.

Section 31. **Further Assurances**. Guarantor hereby covenants and agrees, for the benefit of Lender and each other Beneficiary, to execute and deliver such other documents and take such other actions as may be necessary or as Lender may reasonably request to fully effectuate the intents and purposes of this Guaranty. Guarantor hereby authorize Lender to complete such other documentation Lender determines is necessary or convenient in connection with the foregoing.

Section 32. **Captions; Incorporation of Recitals**. Captions and paragraph headings in this Guaranty and any other Financing Document signed by Guarantor are for convenience of reference only, and shall not be used to interpret or limit the meaning of this Guaranty or any other Financing Document signed by Guarantor. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

Section 33. **No Fiduciary Duty**. Lender does not have any fiduciary duty to Guarantor or any Guarantor affiliate arising out of or in connection with this Guaranty. Guarantor acknowledges and agrees that this Guaranty and the transactions contemplated herein are arm's-length commercial transactions between the parties.

Section 34. **Survival**. All covenants, agreements, representations, and warranties made herein and in the certifications delivered pursuant hereto shall survive the making by Lender of the Loan and the execution and delivery to Lender of this Guaranty and shall continue in full force and effect so long as this Guaranty or any Liabilities are outstanding or unpaid.

Section 35. **Final Agreement**. This Guaranty constitutes the entire agreement of Guarantor and Lender with respect to the subject matter of this Guaranty. No waiver, consent, modification, or change of the terms of this Guaranty shall bind any Guarantor or Lender unless in writing and duly executed by the parties, and then this waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given. Guarantor has knowingly and voluntarily entered into this Guaranty in good faith for the purpose of inducing Lender to extend credit or make other financial accommodations to the Obligor, and Guarantor acknowledges that the terms of this Guaranty are reasonable. If any term or provision of this Guaranty is unenforceable in whole or in part for any reason, the remaining terms and provisions shall continue to be effective. In the event of any inconsistencies between the terms of this Guaranty and the terms of any Financing Document, the terms most favorable to Lender shall govern and prevail.

Section 36. **Notices**. Except as otherwise provided herein, all notices and other communications delivered under or in connection with this Guaranty shall be in writing and shall be deemed given only when: (a) personally delivered; (b) delivered by reputable overnight courier service with proof of delivery; (c) delivered by registered or certified mail with return receipt requested and postage prepaid; or (d) upon sender's receipt of email delivery confirmation from the intended recipient (either by return receipt email, reply email, or other written acknowledgment), provided that, if such email delivery confirmation is received by the sender outside of the normal business hours of the recipient, such notice or communication shall be deemed to have been given at the opening of business on the next business day for the recipient. All notices shall be sent to the applicable street address or email address provided herein. Any party may change the address to which all notices and communications shall be sent by giving five (5) business days advance written notice of such address change to the other party at the then-current designated address. Any communication shall be deemed delivered upon tender of delivery to such address if actual delivery is not made as the result of a change of address of which the sending party was not notified or as the result of a refusal to accept delivery of such notice, demand, or other communication. To the extent permitted by applicable law, any notice delivered to Guarantor shall also be binding on Obligor and any Other Obligor as if delivered to all of them.

Each notice, demand, or other communication to Guarantor shall be addressed to Guarantor at the address or email address set forth after Guarantor's signature below, and each notice to Lender shall be addressed to Lender at the following address or email address: 8900 Freeport Parkway, Irving, Texas 75063-2438, Attention: Dealer Credit, NMACDealerCreditFunding@nissan-usa.com.

Section 37. **No Default**. No default or condition, event, act, or omission which, with the giving of notice or the passage of time, or both, would be an event of default, exists under any Financing Document.

Section 38. **Counterparts; Electronic Signatures, Delivery, and Record Retention**. This Guaranty may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Guaranty may be executed with electronic signatures, which shall be deemed to be the same as original handwritten signatures for the purposes of validity, enforceability, and admissibility, and the parties waive any objections or defenses to the contrary. A signed or electronically signed copy of this Guaranty transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Guaranty for all purposes. This Guaranty may be converted to and retained solely in an electronic format. A copy of this Guaranty produced in or reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy. Destruction of an original executed copy of this Guaranty shall not constitute a release, discharge, cancellation, or renunciation of any rights or obligations set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Guaranty has been duly executed by or on behalf of the undersigned as of the date first above written.

____
JAVIER COLUMBIE, an individual

Address:
331 N. Brunswick Ave.
East Brunswick
NJ 08816

Consent and Joinder of Spouse

The undersigned ("**Spouse**") hereby represents that he/she is the spouse of Javier Columbie ("**Individual Guarantor**"), a married individual, and hereby consents to and joins in the obligations of Individual Guarantor (as "**Guarantor**") under the Guaranty set forth above (to which this is attached) for the purpose of making the community property of Individual Guarantor and Spouse, however and whenever acquired (but not the separate property of Spouse) subject to the obligations under the Guaranty. In addition, to the fullest extent permitted by law, Spouse hereby knowingly and voluntarily waives, relinquishes, terminates, and renounces any and all Homestead Exemptions (as defined in Section 10 of the Guaranty) with respect to such community property as against the obligations arising under the Guaranty. Finally, by execution of this Consent and Joinder, Spouse hereby further confirms and agrees that Spouse affirmatively intends to waive, and does hereby waive, all Homestead Exemptions that would otherwise limit, restrict, or prevent Individual Guarantor from devising any homestead or other property (whether or not community property) to someone other than Spouse.

____
______________, a married individual

Waived

WITNESSES:

____
Name:

____
Name:

Castle, Nancy

From:	Roberts, Bianca
Sent:	Thursday, December 5, 2024 9:03 AM
To:	Castle, Nancy
Cc:	Wiley, April
Subject:	RE: Bella Docs

Yes, ok to waive.

From: Castle, Nancy <Nancy.Castle@nissan-usa.com>
Sent: Thursday, December 5, 2024 7:33 AM
To: Roberts, Bianca <Bianca.Roberts@Nissan-Usa.com>
Cc: Wiley, April <WileyA@NMAC.COM>; Castle, Nancy <Nancy.Castle@nissan-usa.com>
Subject: FW: Bella Docs

Good morning Bianca,

Can we waive the spousal consent for all Bella docs? Javier Columbie does not own any property in a community property state.

Thank you,

Nancy Castle | Analyst, Dealer Credit Funding | Nissan Motor Acceptance Company LLC | Phone: +1 214-596-3326

From: Castle, Nancy <Nancy.Castle@nissan-usa.com>
Sent: Monday, December 2, 2024 3:17 PM
To: Eirich, John <eirichj@NMAC.COM>
Cc: Wiley, April <WileyA@NMAC.COM>; Roberts, Bianca <Bianca.Roberts@Nissan-Usa.com>; Niezgoda, Jim <Jim.Niezgoda@nissan-usa.com>; Castle, Nancy <Nancy.Castle@nissan-usa.com>
Subject: Bella Docs

John –

Thank you for the missing page. Signature and date looks good.

We will have to ask management if they want to waive the spousal consent. Legal has stated including the spousal consent on all docs even if they are not in a community property state.

Bianca/Jim -

Can we get an exception to waive the spousal consent for all Bella docs?

Thank you,

Nancy Castle | Analyst, Dealer Credit Funding | Nissan Motor Acceptance Company LLC | Phone: +1 214-596-3326

EXHIBIT 5

NISSAN MOTOR ACCEPTANCE COMPANY LLC
8900 Freeport Parkway
Irving, Texas 75063-2438
Mailing Address: P.O. Box 660360
Dallas, TX 75266-0360
Telephone: 800-456-6622

May 20, 2026

Via Federal Express

Bella Auto Group, LLC
d/b/a Bella Nissan of Pittsfield
25 West Housatonic
Pittsfield, MA 01201
Attn: Mr. Javier Columbie

Re: Demand for Payment

Dear Mr. Columbie:

For the purposes of this letter ("Demand"), reference is made to the Automotive Wholesale Financing and Security Agreement ("Wholesale Agreement") between Nissan Motor Acceptance Company LLC, including its Infiniti Financial Services Division("NMAC"), and Bella Auto Group, LLC ("Dealership") dated December 2, 2024, as amended to date.

The repayment of the Wholesale Agreement to NMAC has been guaranteed by Javier Columbie ("Guarantor") and Guarantor has been provided a copy of this Demand.

Dealership and the Guarantor are called the "Obligors". If not otherwise defined, each other capitalized term in this Demand means the same as in the Wholesale Agreement.

An Event of Default has occurred under the Wholesale Agreement. As of the audit conducted on May 19, 2026, the Dealership failed to remit payment to NMAC for eighteen (18) vehicles sold (as set forth on Exhibit A), resulting in a sold-out-of-trust position of **$844,267.00**. The dealership is also past due on TRAC lease payments in the amount of **$18,773.73**, floorplan charges in the amount of **$36,182.95,** and capital loan payments in the amount of **$18,685.84**. As of the date of this letter, these amounts total **$917,909.52** past due.

These defaults have also triggered defaults under all other NMAC loan agreements, promissory notes and leases involving any Obligor (collectively, the "Loan Documents"). NMAC reserves all rights and remedies against any Obligor under these Loan Documents.

As a result of the defaults, NMAC demands that by 2:00 PM CDT Friday, May 21, 2026, the Obligors pay NMAC $917,909.52 via electronic funds transfer ("EFT"). Wiring instructions are as follows:

Wire Funds to:	Chase Bank of Texas Dallas, Texas ABA # 113-000-609
Account:	Nissan Motor Acceptance Corporation
Account Number:	07001223890
Reference:	Bella Nissan of Pittsfield -4442

You are hereby advised that if the Obligors fail to pay the Amount Demanded by the specified date and time, NMAC may, at its discretion, exercise any and all rights and remedies available under the Wholesale Agreement, Loan Documents, and any other financing agreements between NMAC and the Obligors, as well as provided by applicable law. This may include, but is not limited to, the suspension of the Dealership's wholesale lines and the imposition of increased interest rates.

Please note the following:

1. Nothing in this Demand shall be construed as a limitation on or waiver by NMAC of its rights and remedies against any Obligor arising from any existing or further default, any Loan Document, or by contract or law.
2. NMAC reserves its rights to exercise remedies, including but not limited to accelerating the full of payment all obligations under the Wholesale Agreement and any other Loan Documents, or terminating the Wholesale Agreement and any Loan Documents.
3. Notwithstanding any previous action or inaction by or on behalf of NMAC, you are hereby notified that NMAC will hereafter require strict compliance with the terms and conditions of the Wholesale Agreement and Loan Documents.

If you would like to discuss this matter further, please contact me at 615-339-3734.

Respectfully,

NISSAN MOTOR ACCEPTANCE COMPANY LLC
a Delaware limited liability company

By: Gregory Brown

Gregory Brown
Manager, Special Credit

Exhibit A

VIN	Make	Model	Year	Floor Date	FP Cd	OSB
					TOTAL	$844,267.00
5N1DR3CE4TC216402	NISSAN	PTH	26	4/17/26	NEW_NI_S02	$ 44,618.00
JN8AY3EB0S9102488	NISSAN	ARM	25	6/6/25	NEW_NI_S01	$ 75,507.00
JN8BT3DD4TW484629	NISSAN	RGE	26	4/28/26	NEW_NI_S01	$ 41,431.00
5N1DR3DJ0TC252096	NISSAN	PTH	26	5/8/26	NEW_NI_S01	$ 52,440.00
1N6ED1EK0TN622029	NISSAN	720	26	11/24/25	NEW_NI_S01	$ 42,914.00
1N6ED1EKXTN643826	NISSAN	720	26	4/20/26	NEW_NI_S02	$ 49,591.00
1N6ED1EK3TN648933	NISSAN	720	26	4/20/26	NEW_NI_S02	$ 48,856.00
JN8AY3DE5T9432494	NISSAN	ARM	26	4/20/26	NEW_NI_S02	$ 74,476.00
JN8AY3BB3T9122904	NISSAN	ARM	26	4/20/26	NEW_NI_S02	$ 69,694.00
1N6ED1EK4TN649041	NISSAN	720	26	4/22/26	NEW_NI_S02	$ 48,856.00
5N1DR3DJ0TC242233	NISSAN	PTH	26	4/22/26	NEW_NI_S02	$ 50,985.00
5N1DR3CT3TC231097	NISSAN	PTH	26	4/22/26	NEW_NI_S02	$ 48,282.00
5N1DR3CT3TC239779	NISSAN	PTH	26	4/22/26	NEW_NI_S02	$ 48,272.00
1N6ED1EK4TN642235	NISSAN	720	26	4/22/26	NEW_NI_S02	$ 45,547.00
JN8BT3CB3RW177008	Nissan	Rogue	24	2/18/26	PO_NI_02	$ 28,975.00
5N1AZ3BS1SC127864	Nissan	Murano	25	12/16/25	UDEMO_NI_02	$ 28,305.00
1N4BL4CW1TN327513	NISSAN	ALT	26	4/28/26	NEW_NI_S02	$ 32,893.00
JN8AT2MV1KW383237	Nissan	Rogue	19	5/18/26	PO_NI_02	$ 12,625.00

Cc: Javier Columbie
331 N. Brunswick Ave.
East Brunswick, NJ 08816

Lisa Cicchini
Nissan Motor Acceptance Company LLC
1501 Cottontail Lane
Somerset, NJ 08873

Josh Taylor
Nissan Motor Acceptance Company LLC
8900 Freeport Parkway
Irving, TX 75063

Bcc: Jack Crowley
LaRell Applegate
Jim Niezgoda
Bianca Roberts
Ben Dilks
Jared Peel
Paul Petrunin
John Eirich
Joe Bennetta
Nancy Lozon
Keeth Broussard
Ashley Washington
Tim Gilroy
Teri Hoffman
Kent Bowersock
Jane Hogan
Ryan Nelson
Cory Dalton
Anthony Summers