



Tirekicker™ Software Brochure

Internet-based Software for Floor Plan Lending

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Introduction

Our Mission

Dealers First provides software and services for the community lending and banking industry for floor planning requirements with an emphasis on safe lending.

Our Product

The product named Tirekicker™ allows a lender to efficiently monitor and manage its lending to dealers on an internet based platform.

Our program can track any type of collateral, but we place an emphasis on vehicles and modular homes.

Our Strengths

- 1) Risk Mitigation: Dealers First was formed by a floor plan lender who understands the risks of the industry, and has tailored the software program to better manage risk concerns.
- 2) Profitability: Through the use of a combination of fees and interest rates, floor plan lending can provide substantial returns.
- 3) Collateral Management: Our program provides excellent management of secured collateral and monitors collateral aging.
- 4) Reporting capabilities: Our program promotes full auditing capabilities and management-level accounting reports.
- 5) Secure data storage and reliability: Data is automatically stored offsite at a secure data center via encrypted technology. Our offsite storage provides any organization with disaster recovery for critical data should the office or equipment be damaged or destroyed.



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Pricing as of Oct 2010

No-Risk Flexible Cost Structure

Tirekicker™ – Floor plan Management Software for Lender

Trial Period: There shall be a 30 trial period with no money upfront. The licensee will be billed at the end of this trial period unless Dealers First is notified that Licensee desires to terminate this Licensing Agreement. Any items added to the system during the trial period will be billed at \$7.00 per advance unless this agreement is terminated by Licensee.

One time - License Fee: *To be determined (Dependent on amount of initial training required during trial period and expected volume from client)*

Monthly Fee: \$7.00 per item (advance) added to system in a month – billed monthly

Minimum Monthly Fee:

- Determined by the number of Access Portals (accesses to software) rather than number of users (you can have as many users as you like). Each Access Point has a login and a password for Remote Desktop Connection that is separate from the user name and password for the software program. Only one Access Point can be used at a time.
- No charge for any number of dealers without On-line access
- Each Access Portal shall have only one designated contact person that can contact Dealers First for support
- Support included for designated contact person for the lender or the dealer
- Physical visit (if requested) \$500 per day plus travel expenses

One (1) lender Access Portal: \$200
Additional lender Access Portal: \$100

One (1) Dealer On-line Access Portal: \$100
Additional same-dealer Access Portal: \$50

Purchase Option: After the trial period, and for a period of *12 months*, Licensee will have the right to acquire the system license for \$30,000 and receive a credit for any amounts paid during the 12 month option period. Thereafter, monthly maintenance will be as outlined in the Minimum Monthly Fee section above.

All minimum monthly fees and maintenance fees are subject to annual review. Any increases will be supported by verifiable operational cost increases.



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The Basics

Floor Planning Defined

Generally speaking, floor planning is a term used for the financing of inventory to dealers. Lenders typically provide funding for a predetermined amount of time for each unit on the dealer's premises.

The Opportunity

We believe Dealers First and its Tirekicker™ software effectively demonstrates a viable means of entry into this market for great investment returns. Our business model offers a simple and fair way of doing business and encourages strong relationships with local businesses. Our computer software provides both lender and client with concise, pertinent information and can enable you to create a highly competitive profit center.

How profitable is a floor plan operation?

Our program can track any type of collateral but we place an emphasis on vehicles and modular homes.

Private floor plan companies that cater to car dealerships can charge inherent interest rates from 20 to 40%, usually dependent on the cost the vehicle with the lesser cost vehicles having the highest rates. These floor plan companies charge a combination of fees and/or interest rates.

Community lenders, including banks and credit unions, that are more suited to interest billing can significantly generate fee income by charging a fee on a per unit basis.

The Tirekicker software is very flexible with regard to the rate structure depending on a company's yield objectives. We can assist you in meeting any rate objectives that you desire.

Software Summary

Tirekicker™ is a software program that has been developed by Dealers First based in Asheville, NC. This program is designed for inventory financing operations with the specific objective of maximizing income and lending via comprehensive risk management. In addition, the efficient dissemination of information to and from dealers by the program allows lenders to manage their floor plan operation with minimum personnel. Potential users of this program include community lenders and private finance companies.

Major aspects of the Tirekicker™ program are promoting maximum income, managing

business risk and facilitating better dealer inventory management. Tirekicker™ Software enables the following to implement your operations:

- Billing cycles – customizable per your requirements
- Fee and interest management – configurable by default rates or custom to the dealer client
- Employee access restrictions and tracking activity
- Dealer information tracking
- Manage different investor's interests – the program allows tracking of separate ownership if different fund sources are employed
- Transaction and information management with reconciliation features
- Inventory audit management – cycle counts with exception notation and variance analysis
- Inventory aging management – highly configurable reporting and e-mail deployment of reports to dealers
- Online access for dealers to the client-side version of the program when more than email deployment is required



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Tirekicker™ Software Highlights

Introduction

Tirekicker™ is a software program developed by Dealers First Affiliates based in Asheville, NC. Our program can track any type of collateral, but we place an emphasis on vehicles and modular homes.

The following is a description of highlights of some of the functions of the program. There are numerous other functions that are not described below. Please refer to the Software Guide (operations manual) for more specific function descriptions.

Web-based Software

Tirekicker is a web-based system that allows the floor planner and the dealer/client to have access to the program anywhere anytime. All program updates are completed seamlessly on the web, and all data is continually backed up securely off-site.

Dealers Access: The dealer has a separate access program with limited access to the data, but can retrieve reports, payoffs, inventory audit reports, and on-line communications from the floor planner.

Email delivery of reports: The dealer is also able to receive information through automatic sending of reports in PDF and Excel formats.

Transaction management

Each transaction is assigned an “Advance number”, which is a sequential tracking number or loan number. This tracking number, along with the any number of digits of the VIN, are the primary control numbers by which the floor planner and the dealership reference a particular vehicle or advance. Tirekicker™ provides an alert if the same VIN derivation is used multiple times. Also, this advance number is used to reconcile account activity with an accounting software system.

The screenshot displays a web-based form for managing a transaction. At the top, there are navigation buttons for 'New' and 'Delete'. Below this, a dropdown menu shows 'Dealer' and 'Misc'. The main form area is titled 'ADVANCE' and contains the following fields:

- Full VIN:** Z04117
- Year:** 2007
- Make:** Ford
- Model:** Explorer
- Color:** Champagne
- Mileage:** 145,084
- Inspection:** (dropdown menu)
- Origin:** (dropdown menu)
- Auction:** Dealer/Claim Auto Auction
- Date:** 05/12/10
- Amount:** 4,100
- Block:** (checkbox)
- Category:** (dropdown menu)
- Commitment:** (dropdown menu)
- Status:** (dropdown menu)
- Title Owned:** (checkbox)
- Receipt:** (checkbox)

Additional information includes 'Dealer # 1202', 'Day's Used Cars & Parts (DP)', 'Phone: 828-433-8899', 'Cell Phone: 828-768-8814', 'Fax: 828-292-8158', 'Licensee', 'Credit Line: 25,000', 'Credit Avail: 14,000', and 'Status: Good Standing'. There are also buttons for 'Save' and 'Print'. At the bottom, there are two summary tables:

Comments History		Billing/Payment History	
Date	By	Invoice	Date
07/27/10	On Lot	68039	10/03/10
			276.67
			276.67

Manage Billing cycles

Tirekicker™ provides for the floor planner to implement custom billing at specified time intervals for a partial repayment of principal (“curtailments”), final billing and collection of fees.

Because there can be curtailment billing and a final billing, there can be several paid or unpaid invoices pertaining to an “Advance Number” or loan number . To manage the potential for confusion, the final bill includes a section called “Title Recovery” which is a summary of all billing and payment activity.

Curtailment Invoice

The screenshot shows a software window titled "Report Preview" displaying a form for a curtailment invoice. The form includes fields for "Advance #", "Original Date", "Amount", and "Title Recovery Amount". It also lists "UNPAID Invoices" and "Other Charges". The interface includes a "Print Report" button and a "Zoom Factor" of 75%.

Final Invoice

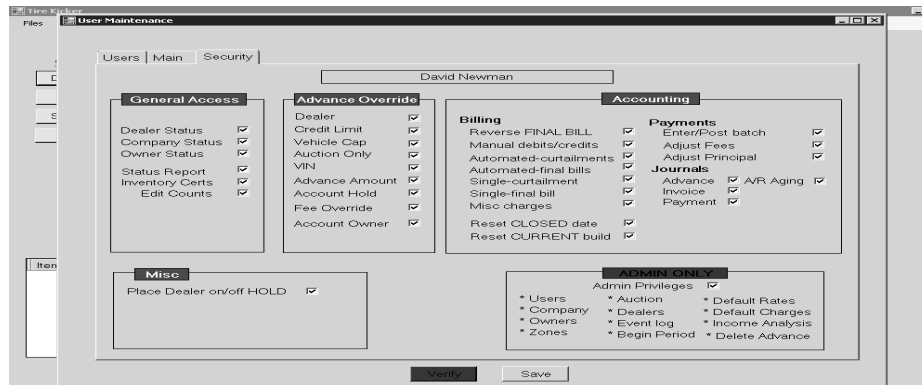
The screenshot shows a software window titled "Report Preview" displaying a final invoice. The form includes fields for "Advance # 39523 F", "Original Date 12/03/09", "Amount 3,620", and "Title Recovery Amount 6,162.00". It also lists "UNPAID Invoices" and "Other Charges". The interface includes a "Print Report" button and a "Zoom Factor" of 75%.

Fees/Charges/Interest Management

The program allows for the lender to establish standard fees for all dealers or to customize fees for an individual dealer. The system can bill according to interest rate calculations, fixed fees or any combination. The software also allows for separate charges to be assessed to each unit.

Employee access

Tirekicker provides flexibility for limiting employee access to make certain transactions or to make certain changes. These features are accessed on the “User Profile”.

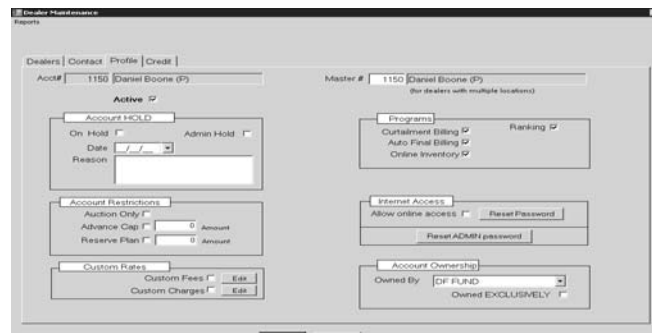


Because employees login using their ID and password, Tirekicker monitors the activity of each employee, and employee activity reports can be generated for review purposes.

Dealer Information Tracking

Tirekicker™ provides comprehensive tracking of all dealer account information including the following:

- Contact information
- Credit limits, financing agreement and UCC filing expirations
- Account ownership
- “Hold” status and other account restrictions
- On-line dealer access and passwords



Separate Owners and Managed Account Options

Tirekicker™ has very unique capabilities to manage funds for multiple investors across multiple dealerships. Each dealership account can be set-up to be an “exclusively” owned account, by a single owner, or as a “pooled” account meaning different ownership of each vehicle within one dealership.

The ability to segregate ownership of a dealership or to selectively assign ownership of individual Advances can be an important tool for funds management. This allows the floor planner to raise outside capital for managed accounts from investors.

Comments from Inventory Certification (Audit) Reporting

As mentioned above, these inventory comments are tracked with the Advance. The information is particularly important if audit issues arise.

Billing History

Billing history is tracked to know what amounts have been billed to or paid by a dealer pertinent to an Advance.

Inventory Aging Management

Status Reports

Inventory Reports are referred to as Status Reports. These reports can be accessed by the dealer on-line or sent via email in PDF or Excel formats. These reports show the year, make, model, color, origination date, amount, reduced or curtailed amounts, net principal due, days old, fees per day accruing and the various comments as described above.

Adv #	Make	Model	Color	Year	Orig Date	Amount	Reduced	Net Principal	Days
41242	Nissan	Maxima	Black	2004	04/11/04	2,000.00	0.00	2,000.00	41
Days: 04/11/04 37 48 04/12/04 1700 37 48 04/13/04 1700 37 48 04/14/04 1700 37 48									
41243	Honda	Accord	Black	2004	04/11/04	2,000.00	0.00	2,000.00	41
Days: 04/11/04 37 48 04/12/04 1700 37 48 04/13/04 1700 37 48 04/14/04 1700 37 48									
41244	Dodge	Durango	Black	2004	04/11/04	4,700.00	0.00	4,700.00	41
Days: 04/11/04 37 48 04/12/04 1700 37 48 04/13/04 1700 37 48 04/14/04 1700 37 48									
41245	Ford	Focus	Black	2004	04/11/04	2,000.00	0.00	2,000.00	41

These reports print the oldest inventory first and will group inventory into aging categories as the floor plan company specifies in its company profile.

Billing for curtailments of principal (automated)

The time period for billing a curtailment bill is at the discretion of the floor planner. This effort is done through Automated Billing as the software searches outstanding Advances that are eligible for curtailment billing.

Final Billing

Final billing is done at the time a dealer requests the vehicle be paid off. The issuance of a final bill stops all accruing fees regardless of when the Advance is paid.

Forced Final Billing (automated)

At the end of a specified time, the floor planner generates a final bill as the Advance is due off the floor plan. This effort is done through Automated Billing as the software searches outstanding Advances that are eligible for final billing.

Dealer "On Hold" Status

If a dealer is not meeting their obligations or there are questions concerning the inventory, the Floor Planner has the option of putting the dealer "On Hold". Once a dealer is "On Hold" only authorized employees are able to originate a transaction for the Dealer.

Dealer on-line access

Adv#	Date	Amount	VIN	Stock#	Make	Model	Color	Year	Origin	Days
40044	02/27/10	8,500	295408		Chevrolet	Suburban	Black	2001	OK by David	194
40045	02/27/10	8,000	304361		Volkswagen	Beetle	Yellow	2003	OK by David	194
40261	03/21/10	3,600	776869		Jaguar	Vanden	Black	1996	OK by David / Black	162
40262	03/21/10	3,000	070664		Audi	A 4	Black	1999	OK by David	162
40267	03/21/10	2,500	111812		Saab	9 5	Silver	2001	OK by David	162
40577	05/04/10	2,500	146233		Chrysler	Caravan	Orange	1991	OK by David / Frank	128
40579	05/04/10	8,000	070316		Acura	3.2 T L	Silver	2003	OK by David / Neal	128
40581	05/04/10	3,800	248210		Lexus	Prezender	Black	2003	OK by David / More	128
40732	05/18/10	3,450	084392		Mercedes	M 1 300	Silver	1999	OK by David / More	114
41099	06/21/10	8,000	142667		Cadillac	Cts	Gold	2003	OK by David	80

The Board	0-60 days	Over 60	Over 75	Over 100	Final Bill	Total
Original Advances	34,862	14,900	8,000	3,450	36,200	97,412
(-) Commitments - PWD	0	0	0	0	0	0
Net Principal	34,862	14,900	8,000	3,450	36,200	97,412

Inventory reports

The dealerships are able to access their inventory on-line, which means they are always fully knowledgeable concerning their account. This information enables the dealership to more effectively manage its inventory.

Account activity

The dealership can review its account activity in total, and it can search individually for paid-off vehicles.

Payoff quotes

The dealership can generate a payoff amount without contacting the floor planner. This payoff does not generate a final bill, which can only be done by the floor plan office.

Billing History

The dealership can review a billing history of an individual transaction and can review and print all unpaid invoices.

Advance Requests

The dealership can complete an on-line advance request requests and send them on-line through the website to the lender as a funding request.

PENDING Advance Requests: [dropdown] New Delete

Main Trade In - Payoff

Request Date: 09/11/10

Authorized By: [text field]

(dealer's representative)

Vehicle

VIN: [text field] Year: [text field] Color: [text field]

Last 6 dgt: [text field] Make: [text field] Mileage: [text field]

Model: [text field]

Vehicle Condition: [text field] Last Inspected: [text field]

Exterior: [text field]

Interior: [text field]

Mechanical: [text field]

Location: [text field]

Photos

Photos Included: [dropdown]

[Image placeholder]

File Size: [text field]

Front [dropdown] Load Delete

Category: [text field]

Valuation

Bill of sale must be dated no less than 7 days from request date

Name of Seller: [text field] Black Book © [checkbox] [checkbox] [checkbox]

National Auto Research Page# [text field] Book Val# [text field] Book# [text field]

Vehicle Origin: [dropdown] Avg Book: [text field]

Purchase Date: 09/11/10 (MUST account for miles)

Purchase Price: [text field] Amt Requested: [text field]

(lessor of purchase price or 90% of Avg Book)

Check payable to: [text field]

Save

Example of Software Licensing Agreement

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date") by and between Dealers First Affiliates, Inc. ("DFA")and, _____, having offices at _____ ("Licensee").

RECITALS

A. DFA is the owner of, or has acquired rights to, the Software and Documentation (as defined below).

B. DFA desires to grant to Licensee and Licensee desires to obtain from DFA a non-exclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 "Designated Equipment" shall mean the hardware products identified on Exhibit "A" with which the Software is licensed for use.

1.2 "Documentation" shall mean all manuals, business forms, user documentation, and other related materials either pertaining to the Software or business operations, which may be furnished to Licensee by DFA. Such Documentation may be listed in Exhibit "A" but Documentation shall not be limited to such a listing.

1.3 "License Fee" shall mean the fee charged for usage of the Software and Documentation.

1.4 "Software" shall mean the computer programs in machine readable object code form listed in Exhibit "A" attached hereto and any subsequent error corrections or updates supplied to Licensee by DFA pursuant to this Agreement. Exhibit "A" may be amended from time to time by DFA in writing. The term "Software" shall include the items in Documentation as described in 1.2

2. GRANT OF RIGHTS.

The License granted for Software under this Agreement authorizes Licensee on a nonexclusive basis to use the Software on the number of primary systems of Designated Equipment identified on Schedule A hereto for the license term set forth on Schedule A. The Software shall be used only on such primary systems if they are operating properly.

3. DELIVERY.

3.1 Software. DFA shall deliver electronically or otherwise to Licensee access to the software on a specified number of computers located at the principal office of Licensee or at other locations designated by Licensee and with such locations being approved by DFA. The program will not reside on the computers of the licensee but shall be accessed remotely from DFA through the internet.

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4.1 Error Corrections and Updates. DFA will provide Licensee with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with DFA's release schedule.

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10.2 Except for the foregoing infringement claims, Licensee shall indemnify and hold harmless DFA, their Regents, officers, agents and employees from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of Licensee's modification or enhancement of the Software or otherwise caused by, or arising out of, or resulting from, the exercise or practice of the license granted hereunder by Licensee, its sub licensees, if any, its subsidiaries or their officers, employees, agents or representatives.

11. DEFAULT AND TERMINATION.

11.1 Events of Default. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (1) if a party materially fails to perform or comply with this Agreement or any provision hereof; (2) if either party fails to strictly comply with the provisions of Section 9 (Confidentiality) or makes an assignment in violation of Section 13 (Non-assignability); (3) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (4) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; (5) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days; or (6) Licensee fails to pay Continuing Licensing Fees or Maintenance Fees 15 days after the due date

11.2 Effective Date of Termination. Termination due to a material breach of Articles 2 (Grant of Rights), 5 (Copies), 7 (Protection of Software), or 8 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

12.3 Obligations on Termination. Within ten (10) days after termination of this Agreement, Licensee shall cease and desist all use of the Software and Documentation and shall return to DFA all full or partial copies of the Software and Documentation in Licensee's possession or under its control.

13. NOTICES. All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day after being sent by overnight courier, charges prepaid, with a confirming fax; and addressed as first set forth above or to such other address as the party to receive the notice or request so designates by written notice to the other.

14. NONASSIGNABILITY. Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of DFA.

15. GOVERNING LAW; JURISDICTION AND VENUE. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of North Carolina. The NC state courts of Buncombe County, North Carolina (or, if there is exclusive federal jurisdiction, the United States District Court for the District of North Carolina) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

16. GOVERNMENT CONTRACTS. If the Software or Documentation to be furnished hereunder are to be used in the performance of a government contract or subcontract, the software shall be provided on a "restricted rights" basis only and Licensee shall place a legend, in addition to applicable copyright notices, in the form provided under the governmental regulations. DFA shall not be subject to any flow down provisions required by the governmental customer unless agreed to by DFA in writing.

17. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. MISCELLANEOUS. This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

Dealers First Affiliates, Inc. "DFA"

By: _____

Title: _____

_____ "Licensee"

By: _____

Title: _____

