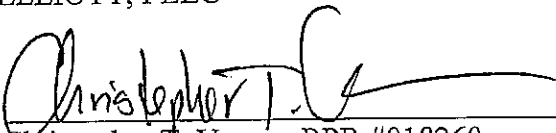


motions to intervene filed by Joseph Prebul and the Prebul Intervenors, hereby moves the Court for an order allowing the Counterclaim originally filed by Prebul Chrysler Jeep Dodge, LLC, on February 25, 2009, to be amended as shown in the Amended Counterclaim/Complaint/Third Party Complaint attached hereto as Exhibit A and herein incorporated by reference.

For all the foregoing reasons, Counter-Plaintiff Prebul Chrysler Jeep Dodge, LLC, respectfully requests that the Court enter an order allowing Counter-Plaintiff to amend the Counterclaim accordingly.

Respectfully submitted,

GEARHISER, PETERS, LOCKABY, CAVETT
& ELLIOTT, PLLC

By: 
Christopher T. Varner, BPR #018260

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Tele: 423.756.5171
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*Attorneys for Counter-Plaintiff Prebul Chrysler Jeep
Dodge, LLC and Third Party Prebul Intervenors*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing pleading has been served upon the following by either hand delivery or deposit in the U.S. Mail with sufficient postage thereon to ensure prompt delivery:

Bruce C. Bailey, Esq.
Hugh J. Moore, Jr., Esq.
Thomas Greenholtz, Esq.
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Thomas E. Ray, Esq.
Samples, Jennings, Ray & Clem
130 Jordan Drive
Chattanooga, TN 37421

This the 12 day of March, 2009.

GEARHISER, PETERS, LOCKABY,
CAVETT & ELLIOTT, PLLC

By: 

CIRCUIT COURT OF TENNESSEE
ELEVENTH JUDICIAL DISTRICT
HAMILTON COUNTY

DANNY BENSUSAN,)
)
Plaintiff and Counter-Defendant,)

v.)

JOSEPH PREBUL,)
PREBUL ENTERPRISES, LLC,)
PREBUL CHRYSLER JEEP DODGE, LLC,))
PREBUL CHEVROLET, LLC,)
CAROLEX, LLC,)
CAROLEX AIR, LLC,)
CAROLEX PROPERTIES, LLC,)
CAROLEX MANAGEMENT, INC.,)

Defendants, Counter-Plaintiffs)
and Third Party Plaintiffs,)

v.)

STEVEN BENSUSAN,)
ALLIANCE INVESTMENT GROUP, LLC,))
a/k/a ALLIANCE INVESTMENTS, INC.,)
117 7th AVENUE, LP,)
a/k/a 117 7th AVENUE SOUTH, LP,)
117 7 AVE S PROP CO., L.P., and)
117 SEVENTH AVENUE SOUTH)
PROPERTY CO., L.P.,)
and TSE GROUP, LLC,)

Third Party Defendants.)

No. 09C239

Div. III

JURY DEMAND

AMENDED COUNTERCLAIM/COMPLAINT/THIRD PARTY COMPLAINT

Counter-Plaintiffs and Third Party Plaintiffs Prebul Chrysler Jeep Dodge, LLC, Joseph Prebul, Prebul Enterprises, LLC, Prebul Chevrolet, LLC, Carolex, LLC, Carolex Air, LLC, Carolex Properties, LLC, and Carolex Management, Inc., by and through counsel and pursuant to Tennessee Rules of Civil Procedure 7-15, hereby state for their claims against Counter-Defendant Danny Bensusan, Third Party Defendant Steven Bensusan, Third Party Defendant



Alliance Investment Group, LLC, a/k/a Alliance Investments, LLC, Third Party Defendant 117 7th Avenue, LP, a/k/a 117 7th Avenue South, LP, and Third Party Defendant TSE Group, LLC, as follows:

1. Counter-Plaintiff Prebul Chrysler Jeep Dodge, LLC, is a limited liability company organized and existing under the laws of the State of Tennessee and having its principal place of business at 2120 Chapman Road in Chattanooga, Tennessee.

2. Counter-Plaintiff Joseph Prebul is a citizen and resident of Tennessee.

3. Counter-Plaintiff Prebul Enterprises, LLC, is a limited liability company organized and existing under the laws of the State of Tennessee and having its principal place of business at 2120 Chapman Road in Chattanooga, Tennessee.

4. Counter-Plaintiff Prebul Chevrolet, LLC, is a limited liability company organized and existing under the laws of the State of Tennessee and having its principal place of business at 2120 Chapman Road in Chattanooga, Tennessee.

5. Counter-Plaintiff Carolex, LLC, is a limited liability company organized and existing under the laws of the State of Tennessee and having its principal place of business at 2120 Chapman Road in Chattanooga, Tennessee.

6. Counter-Plaintiff Carolex Air, LLC, is a limited liability company organized and existing under the laws of the State of Tennessee and having its principal place of business at 2120 Chapman Road in Chattanooga, Tennessee.

7. Counter-Plaintiff Carolex Properties, LLC, is a limited liability company organized and existing under the laws of the State of Tennessee and having its principal place of business at 2120 Chapman Road in Chattanooga, Tennessee.

8. Counter-Plaintiff Carolex Management, Inc., is a corporation organized and existing under the laws of the State of Tennessee and having its principal place of business at 2120 Chapman Road in Chattanooga, Tennessee.

9. Counter-Defendant Danny Bensusan is a citizen and resident of New York, residing at 143 Whitman Drive, Brooklyn, New York 11234.

10. Third Party Defendant Steven Bensusan is a citizen and resident of New York, residing at 57 Autumn Ridge Road, Pound Ridge, New York 10576.

11. Upon information and belief, Third Party Defendant Alliance Investment Group, LLC, a/k/a Alliance Investments, LLC, is a limited liability company having its principal place of business at 131 West Third Street, New York, NY 10012.

12. Third Party Defendant 117 7th Avenue, LP, a/k/a 117 7th Avenue South, LP, 117 7 Ave S Prop Co., L.P., and 117 Seventh Avenue South Property Co., L.P., is a limited partnership formed and existing under the laws of the state of New York and having its principal place of business at 131 West Third Street, New York, NY 10012.

13. Third Party Defendant TSE Group, LLC, is a limited liability company organized and existing under the laws of the state of New York and having its principal place of business at 130 W. 42nd Street, Suite 804, New York, NY 10036.

14. This Court has subject matter jurisdiction of the causes of action alleged herein.

15. Counter-Defendant Danny Bensusan and each of the Third Party Defendants are subject to the personal jurisdiction of this Court based upon the transactions alleged herein.

16. Venue is proper in this Court.

17. In or around 1995, Counter-Defendant Danny Bensusan and/or the Third Party Defendants began making loans to one or more Counter-Plaintiffs with the interest paid on those

loans being tied to the interest rate paid by Chrysler Credit for funds in Prebul Jeep, Inc.'s Chrysler Credit Cash Management Addendum ("CMA") account.

18. For example, Prebul Jeep, Inc. borrowed \$1,850,000.00 "... with interest thereon to be paid monthly at the rate paid by Chrysler Credit on funds invested in their CMA account[,]” as evidenced by a Promissory Note dated June 29, 1995, a true and correct copy of which is attached hereto as Exhibit A and is herein incorporated by reference.

19. Also, as another example, Prebul Jeep, Inc. borrowed \$2,000,000.00 "... with interest thereon to be paid monthly at the rate paid by Chrysler Credit on funds invested in their CMA account[,]” as evidenced by a Promissory Note dated February 23, 1996, a true and correct copy of which is attached hereto as Exhibit B and is herein incorporated by reference.

20. This practice of Counter-Defendant Danny Bensusan and/or the Third Party Defendants loaning money to one or more Counter-Plaintiffs at an interest rate tied to the CMA account interest rate continued for more than a decade.

21. In or around July 2008, Counter-Defendant Danny Bensusan and/or the Third Party Defendants requested repayment of amounts previously loaned to one or more Counter-Plaintiffs.

22. Counter-Plaintiffs were only able to repay a portion of the amounts requested by Counter-Defendant Danny Bensusan and/or the Third Party Defendants.

23. As a result, Counter-Plaintiff Joseph Prebul executed a Promissory Note on July 31, 2008, for the unpaid balance of the loans.

24. Subsequently, and at the request of Counter-Defendant Danny Bensusan, Counter-Plaintiff Joseph Prebul executed a revised Promissory Note dated August 1, 2008, in the amount of \$7,641,362.48 with an annual interest rate of 10% in favor of Counter-Defendant Danny Bensusan.

25. Immediately thereafter, Counter-Defendant Danny Bensusan and/or the Third Party Defendants commenced efforts to obtain security for and to collect on the August 1, 2008 Promissory Note.

26. Included in these efforts to obtain security for and to collect on the August 1, 2008 Promissory Note were implied and express threats of criminal prosecution and incarceration should Counter-Plaintiff Joseph Prebul fail to agree to the terms proposed by Counter-Defendant Danny Bensusan and/or the Third Party Defendants.

27. Included in these efforts to obtain security for and to collect on the August 1, 2008 Promissory Note were efforts by Counter-Defendant Danny Bensusan and/or the Third Party Defendants to obtain transfers from one or more Counter-Plaintiffs of real and/or personal property and either not to credit the value of such transfers or to give credit at artificially low values for such transfers against amounts owed under the August 1, 2008 Promissory Note.

28. Included in these efforts to obtain security for and to collect on the August 1, 2008 Promissory Note were efforts by Counter-Defendant Danny Bensusan and/or the Third Party Defendants to re-characterize the loans that commenced in or around 1995 as "investments" rather than as loans.

29. On or about August 1, 2008, Counter-Defendant Danny Bensusan, while trying to convince Counter-Plaintiff Joseph Prebul to accept terms proposed by Counter-Defendant Danny Bensusan, stated that what had occurred was a criminal offense that could lead to a twenty-year prison term and asked Prebul if Prebul wanted to be at Prebul's daughter's wedding in the context of likely incarceration should Prebul fail to agree to the proposed terms.

30. On August 15, 2008, agents acting on behalf of Counter-Defendant Danny Bensusan and/or the Third Party Defendants stated that the efforts to secure the August 1, 2008

Promissory Note were not negotiations and that Counter-Defendant Danny Bensusan and/or the Third Party Defendants would do whatever had to be done to achieve their goals.

31. Counter-Defendant Danny Bensusan and/or the Third Party Defendants requested numerous financial and business documents from one or more Counter-Plaintiffs, including an August 16, 2008 request from an agent of Counter-Defendant Danny Bensusan for documents evidencing "... the trail showing [the] path of the loans[.]" and "... year end financials for all dealerships and LLCs since the loans were made."

32. On August 18, 2008, an agent of Counter-Defendant Danny Bensusan and/or the Third Party Defendants stated that prior to the August 1, 2008 Promissory Note being secured that "... if any property is sold, assigned or transferred without 100% of the net proceeds paid to my client I can promise you the following morning I will be on the plane to Chattanooga to visit with the authorities."

33. On or about September 22, 2008, an agent of Counter-Defendant Danny Bensusan and/or the Third Party Defendants stated in refusing to extend a deadline for signed settlement documents that "[w]e are either going to have a deal or not have a deal and if not, the chips will fall where they may."

34. On September 23, 2008, an agent of Counter-Defendant Danny Bensusan and/or the third Party Defendants stated as follows:

I will have to assume that unless we have an agreement to the business terms tomorrow, and I receive your comments to the agreement tomorrow, that we are not going to be able to close this deal. Thereafter, we will have do [sic] whatever we have to do to protect Danny's interests. The time for negotiating has ended and we either get this resolved now, or the chips will start to fall.

35. On October 22, 2008, Third Party Steven Bensusan, despite all of the foregoing, stated as follows:

From the beginning we all have agreed . . . that danny did not loan joe any money for operations of prebul jeep. Your new definition of our deposits as a loan to joes business is false and you and joe will perjure yourselves if you attempt to say so in a court of law. Let's do the right thing and finalize this agreement. Otherwise our strategy changes and we will do everything in our power to protect dannys interest going forward.

36. On or about November 19, 2008, an agent for Plaintiff/Counter-Defendant Danny Bensusan and/or the Third Party Defendants forwarded a proposed, non-negotiable document entitled Forbearance Agreement.

37. The proposed, non-negotiable November 19, 2008 Forbearance Agreement provided, among other things, for Counter-Plaintiff Joseph Prebul to transfer certain assets or proceeds from the sale of the same to Counter-Defendant Danny Bensusan without receiving any credit against amounts owed under the August 1, 2008 Promissory Note or without receiving full credit for the value of the assets against amounts owed under the August 1, 2008 Promissory Note.

38. The proposed, non-negotiable November 19, 2008 Forbearance Agreement provided that Counter-Plaintiff Joseph Prebul would receive no credit for transfer of his substantial, valuable stock interest in Capital Mark Bank.

39. The proposed, non-negotiable November 19, 2008 Forbearance Agreement called for Counter-Plaintiff Joseph Prebul to assign his 24% membership interest in Third Party Defendant TSE Group, LLC, to Counter-Defendant Danny Bensusan for a conditional credit of \$1,000,000.00 when the actual value of such membership interest greatly exceeded that amount and when Prebul had advanced at a minimum, approximately \$2,742,500.00 to Counter-Defendant Danny Bensusan and/or Third Party Defendant TSE Group, LLC, for such ownership interest.

40. The proposed, non-negotiable November 19, 2008 Forbearance Agreement provided for releases of Counter-Defendant Danny Bensusan and the Third Party Defendants by Counter-Plaintiff Joseph Prebul, among others.

41. The proposed, non-negotiable November 19, 2008 Forbearance Agreement falsely recited that Counter-Plaintiff Joseph Prebul, among others, entered into the Forbearance Agreement "... of [his] own free will and accord and without threat, duress or other coercion of any kind by any person."

42. The proposed, non-negotiable November 19, 2008 Forbearance Agreement falsely recited that the above-referenced loans were "investment arrangements" that were to have been held "in trust and to accrue interest[.]"

43. The proposed, non-negotiable November 19, 2008 forbearance Agreement falsely recited that the execution and performance of the Forbearance Agreement by Counter-Plaintiff Joseph Prebul would not "... violate any material agreement, instrument or undertaking by which [Prebul] is bound[.]"

44. Counter-Plaintiff Joseph Prebul refused to execute the proposed, non-negotiable November 19, 2008 Forbearance Agreement.

45. On February 10, 2009, Counter-Plaintiff Joseph Prebul was arrested by agents of the FBI pursuant to a Sealed Complaint filed in United States District Court for the Southern District of New York.

46. In the Sealed Complaint, Counter-Defendant Danny Bensusan is identified as "Victim-1."

47. On February 12, 2009, Counter-Defendant Danny Bensusan filed his verified Complaint in this Court, attaching to the same as an exhibit, among other things, a copy of the Sealed Complaint.

COUNT I

DECLARATORY JUDGMENT

48. Counter-Plaintiffs re-allege and incorporate herein by reference the allegations contained in Paragraphs 1-47 as if fully restated herein.

49. Any alleged claims held by or assigned to Counter-Defendant Danny Bensusan for unpaid loan amounts were merged into and/or superseded by the August 1, 2008 Promissory Note, which constitutes a novation.

50. The entity Counter-Plaintiffs are not parties to the August 1, 2008 Promissory Note.

51. The entity Counter-Plaintiffs are third party beneficiaries to the August 1, 2008 Promissory Note.

52. Counter-Plaintiffs are entitled to a judgment pursuant to Tennessee Code Annotated §§ 29-14-101, et seq., declaring that Counter-Plaintiffs are not liable to Counter-Defendant Danny Bensusan or to the Third Party Defendants for any amounts referenced in the Complaint or under the August 1, 2008 Promissory Note.

COUNT II

CIVIL CONSPIRACY – EXTORTION

53. Counter-Plaintiffs re-allege and incorporate herein by reference the allegations contained in Paragraphs 1-52 as if fully restated herein.

54. Counter-Defendant Danny Bensusan and/or the Third Party Defendants, acting in combination and in concert, sought to have one or more Counter-Plaintiffs transfer real and/or personal property to Counter-Defendant Danny Bensusan and/or the Third Party Defendants with an aggregate value greater than amounts owed under the August 1, 2008 Promissory Note.

55. Counter-Defendant Danny Bensusan and/or the Third Party Defendants, acting in combination and in concert, unlawfully threatened criminal prosecution and incarceration in order to coerce one or more Counter-Plaintiffs to make such transfers to Counter-Defendant Danny Bensusan and/or the Third Party Defendants and to re-characterize the loans that commenced in or around 1995 as "investments" rather than loans in an attempt to improve the position of Counter-Defendant Danny Bensusan and/or the Third Party Defendants vis a vis other creditors.

56. Counter-Defendant Danny Bensusan and/or the Third Party Defendants ultimately procured the filing of the Sealed Complaint in United States District Court for the Southern District of New York on or about February 9, 2009.

57. Counter-Defendant Danny Bensusan and/or the Third Party Defendants ultimately procured the arrest of Counter-Plaintiff Joseph Prebul on February 10, 2009.

58. Counter-Plaintiffs have been damaged by the acts and/or omissions of Counter-Defendant Danny Bensusan and/or the Third Party Defendants.

COUNT III

CIVIL CONSPIRACY – PROCUREMENT OF BREACH OF CONTRACT

59. Counter-Plaintiffs re-allege and incorporate herein by reference the allegations contained in Paragraphs 1-58 as if fully restated herein.

60. Counter-Defendant Danny Bensusan and/or the Third Party Defendants, acting in combination and in concert, sought to have one or more Counter-Plaintiffs transfer real and/or personal property or assign rights to the same to Counter-Defendant Danny Bensusan and/or the Third Party Defendants.

61. Counter-Defendant Danny Bensusan and/or the Third Party Defendants, acting collectively and in concert, knew that such transfers or assignments would violate contracts that one or more Counter-Plaintiffs had with third parties, such as other lenders.

62. Counter-Defendant Danny Bensusan and/or the Third Party Defendants ultimately procured the filing of the Sealed Complaint in United States District Court for the Southern District of New York on or about February 9, 2009.

63. Counter-Defendant Danny Bensusan and/or the Third Party Defendants ultimately procured the arrest of Counter-Plaintiff Joseph Prebul on February 10, 2009.

64. Counter-Defendant Danny Bensusan and/or the Third Party Defendants acted with malice.

65. Other lenders are claiming one or more Counter-Plaintiffs have breached contracts.

66. Pursuant to Tennessee Code Annotated § 47-50-109 and common law, Counter-Plaintiffs were damaged by the acts and/or omissions of Counter-Defendant Danny Bensusan and/or the Third Party Defendants.

COUNT IV

CIVIL CONSPIRACY – INTENTIONAL INTERFERENCE WITH BUSINESS RELATIONSHIPS

67. Counter-Plaintiffs re-allege and incorporate herein by reference the allegations contained in Paragraphs 1-66 as if fully restated herein.

68. Counter-Defendant Danny Bensusan and/or the Third Party Defendants, acting in combination and in concert, sought to have one or more Counter-Plaintiffs transfer real and/or personal property or assign rights to the same to Counter-Defendant Danny Bensusan and/or the Third Party Defendants.

69. Counter-Defendant Danny Bensusan and/or the Third Party Defendants, acting collectively and in concert, knew that such transfers or assignments would violate contracts that one or more Counter-Plaintiffs had with third parties, such as other lenders.

70. Counter-Defendant Danny Bensusan and/or the Third Party Defendants ultimately procured the filing of the Sealed Complaint in United States District Court for the Southern District of New York on or about February 9, 2009.

71. Counter-Defendant Danny Bensusan and/or the Third Party Defendants ultimately procured the arrest of Counter-Plaintiff Joseph Prebul on February 10, 2009.

72. Other lenders are claiming one or more Counter-Plaintiffs have breached contracts.

73. The wrongful acts and/or omissions of Counter-Defendant Danny Bensusan and/or the Third Party Defendants interfered with prospective business relationships with persons and/or entities to whom one or more Counter-Plaintiffs were attempting to market real and/or personal property, including but without limiting the generality of the foregoing automobile dealerships.

74. Counter-Defendant Danny Bensusan and/or the Third Party Defendants knew that their wrongful acts and/or omissions would so interfere with such prospective business relationships.

75. Counter-Plaintiffs were damaged by the acts and/or omissions of Counter-Defendant Danny Bensusan and/or the Third Party Defendants.

COUNT V

UNLAWFUL OPPRESSION OF MINORITY INTEREST HOLDER

76. Counter-Plaintiffs re-allege and incorporate herein by reference the allegations contained in Paragraphs 1-75 as if fully restated herein.

77. Third-Party Defendant TSE Group, LLC, operates a B.B. King's establishment in New York, New York.

78. Counter-Defendant Danny Bensusan, Third Party Defendant Steven Bensusan, and/or Third Party Defendant TSE Group, LLC, have, upon information and belief, engaged in wrongful conduct with regard to Third Party Defendant TSE Group, LLC, as follows:

- a. Improper charging of unrelated expenses to TSE Group, LLC;
- b. Improperly employing family members as employees, thereby reducing amounts available to be distributed to persons with ownership interests;
- c. Infrequent and improperly low distributions to persons with ownership interests;
- d. Improper and elevated payments to Counter-Defendant Danny Bensusan and/or other family members allegedly related to compensation for bookings; and
- e. Inadequate financial recordkeeping, financial reporting, and disclosure of information to persons with minority ownership interests.

79. Counter-Defendant Danny Bensusan, Third Party Defendant Steven Bensusan, and/or Third Party Defendant TSE Group, LLC, have breached fiduciary duties owed to persons with minority ownership interests, failing to act in good faith, improperly profiting financially, and receiving other improper benefits to which they were not entitled.

80. Counter-Defendant Danny Bensusan holds the largest ownership interest in Third Party Defendant TSE Group, LLC.

81. Counter-Defendant Danny Bensusan, Third Party Defendant Steven Bensusan, and/or Third Party Defendant TSE Group, LLC, have refused to cooperate in exploring potentially lucrative opportunities to sell the business interests of Third Party Defendant TSE Group, LLC, despite representations to the contrary and execution of listing agreements with investment bankers.

82. The wrongful acts and/or omissions of Counter-Defendant Danny Bensusan, Third Party Defendant Steven Bensusan, and/or Third Party Defendant TSE Group, LLC, have damaged Counter-Plaintiff Joseph Prebul.

83. Counter-Plaintiff Joseph Prebul demands an accounting from Third Party Defendant TSE Group, LLC.

WHEREFORE, Counter-Plaintiffs respectfully request as follows:

- a. That process issue and that copies of Summonses and the Amended Counterclaim/Complaint be served upon Counter-Defendant Danny Bensusan and the Third Party Defendants and that Counter-Defendant Danny Bensusan and the Third Party Defendants be required to answer within the time allowed by law;
- b. That a jury be empanelled for the trial of the above-styled action;
- c. That a declaratory judgment be entered in favor of the entity Counter-Plaintiffs and against Counter-Defendant Danny Bensusan and/or the Third Party Defendants declaring that the entity Counter-Plaintiffs are not indebted to Counter-Defendant Danny Bensusan and/or the Third Party Defendants in any amount;
- d. That judgment be entered in favor of Counter-Plaintiffs and against Counter-Defendant Danny Bensusan and the Third Party Defendants, jointly and severally, for damages in an amount to be shown at trial;
- e. That judgment be entered in favor of Counter-Plaintiffs and against Counter-Defendant Danny Bensusan and the Third Party Defendants, jointly and severally, for punitives and/or trebled damages in an amount to be shown at trial;
- f. That judgment be entered in favor of Counter-Plaintiff Joseph Prebul and against Counter-Defendant Danny Bensusan and Third Party Defendant TSE Group, LLC, for damages in an amount to be shown at trial and an accounting;

g. That all costs of this action, including but without limiting the generality of the foregoing discretionary costs, be taxed against Counter-Defendant Danny Bensusan and the Third Party Defendants; and

h. For such other and further relief as the Court deems just and/or equitable.

Respectfully submitted,

GEARHISER, PETERS, LOCKABY, CAVETT
& ELLIOTT, PLLC

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Christopher T. Varner, BPR #018260

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LLC, Prebul Chevrolet, LLC, Carolex, LLC, Carolex Air,
LLC, Carolex Properties, LLC, and Carolex Management,
Inc.*

SAMPLES, JENNINGS, RAY & CLEM, PLLC

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Tele: 423.892.2006
Fax: 423.892.1919

*Attorneys for Counter-Plaintiff and Third Party Plaintiff
Joseph Prebul*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the foregoing pleading has been served upon the following by either hand delivery or deposit in the U.S. Mail with sufficient postage thereon to ensure prompt delivery:

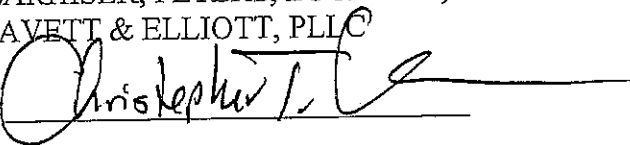
Bruce C. Bailey, Esq.
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Chattanooga, TN 37402

Jerrold D. Farinash, Esq.
Andrea Hayduk, Esq.
Kennedy, Koontz & Farinash
320 N. Holtzclaw Avenue
Chattanooga, TN 37404

This the 12 day of March, 2009.

GEARHISER, PETERS, LOCKABY,
CAVETT & ELLIOTT, PLLC

By



PROMISSORY NOTE

\$1,850,000.00

JUNE 29, 1995

CHATTANOOGA, TN

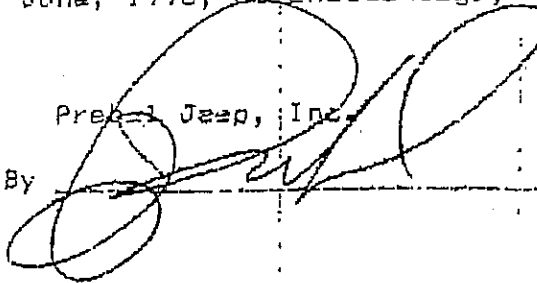
For value received, the undersigned promises to pay on demand to 117 Seventh Avenue South Properties Corp., LP or order, at 131 West 3rd Street, New York, NY 10012, the sum of \$1,850,000.00 with interest thereon to be paid monthly at the rate paid by Chrysler Credit on funds invested in their CIA account.

All payments made hereunder shall be made in the lawful money of the United States.

Executed this 29th day of June, 1995, at Chattanooga, Tennessee.

Pre-Jeep, Inc.

By



EXHIBIT

A

PROMISSORY NDTE

\$2,000,000.00

FEBRUARY 23, 1996

CHATTANOOGA, TN

For value received, the undersigned promises to pay on demand to 117 Seventh Avenue South Properties Corp., LP or order, at 131 West 3rd Street, New York, NY 10012, the sum of \$2,000,000.00 with interest thereon to be paid monthly at the rate paid by Chrysler Credit on funds invested in their DMA account.

All payments made hereunder shall be made in the lawful money of the United States.

Executed this 23th day of February, 1996, at Chattanooga, Tennessee.

Prebid Jeep, Inc.

By

