

5750

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

22

D

TIMELESS ENTERTAINMENT, INC.,)

Plaintiff,)

vs.)

Serve:)

ALBERT BAAH, individually and)
d/b/a AMERICAN EXCHANGE)
526 North Gay Street)
Knoxville, Tennessee 37917,)

Defendant.)

Docket No. 172039-3

RECEIVED & INDEXED
JUL 18-2 PM 2:48

COMPLAINT

Comes the plaintiff, Timeless Entertainment, Inc., (hereinafter "the Plaintiff"), and files this Complaint against Albert Baah, both individually and doing business as American Exchange (collectively referred to herein as "the Defendant"), and for his cause of action would show the following:

1. Timeless Entertainment, Inc. is a corporation organized and existing under the laws of the State of Nevada, and can be served with process in the State of Tennessee through its President, Donald Reynolds, whose address is 1001 Crooked Spring Road, Knoxville, Tennessee 37932.

2. Defendant, Albert Baah, is an individual and adult resident of Knox County, Tennessee, with his principal residence located at 1536 Cliffside Lane, Knoxville, Tennessee 37914.

3. Defendant, Albert Baah d/b/a American Exchange, is a sole proprietorship organized and existing under the laws of the State of Tennessee, engaging in business as a motor

vehicle dealer, with its principal place of business located at 526 N. Gay Street, Knoxville, Tennessee 37917.

4. On or about March of 2007, Defendant approached Plaintiff's President, Donald Reynolds (hereinafter "Reynolds"), about borrowing \$24,000 from the Plaintiff, with the entire amount of the loan to be paid back within a few days.

5. Thereafter, Plaintiff and Defendant orally agreed that Plaintiff would loan Defendant \$24,000.00, with Defendant fully repaying the loan within a matter of days. Thereafter, Plaintiff gave \$24,000.00 in cash to Defendant.

6. After the time had passed for payment and Defendant had not repaid the amounts borrowed from Plaintiff, Reynolds repeatedly contacted Defendant and demanded that Defendant immediately repay the \$24,000.00 loan. Despite Defendant's promises, Defendant did not repay the loan.

7. On or about April 2, 2007, Reynolds went to Defendant Albert Baah's place of business, American Exchange, for payment of the \$24,000.00 that was owed, at which time Defendant agreed to give Plaintiff a 2007 Cadillac Escalade EXT, Vehicle Identification Number 3GYFK62827G272799 (hereinafter the "Vehicle") to satisfy the debt. The Vehicle was reportedly worth approximately \$68,000.00.

8. That same day, Reynolds and Defendant extensively negotiated and entered into a valid oral contract for the purchase and sale of the Vehicle (the "Contract"), whereby Plaintiff agreed to accept the Vehicle as payment of the \$24,000 debt. Because the Vehicle was worth significantly more than the debt, Plaintiff agreed to give Defendant cash for the difference between the value of the Vehicle and the debt. During the course of the parties'

negotiations, Reynolds informed Defendant that he was accepting the Vehicle in satisfaction of the debt only because it was Plaintiff's intention to resell the Vehicle and obtain cash.

9. Therefore, Plaintiff gave Defendant \$40,000.00 in additional cash for a total of \$64,000.00. Plaintiff agreed to pay the balance of approximately \$4,000.00 at a later date. Defendant gave Plaintiff immediate possession of the Vehicle along with a notarized bill of sale evidencing the transfer. A true and correct copy of said bill of sale is attached hereto as Exhibit "A".

10. However, Defendant did not give Plaintiff a valid certificate of title, because according to the bill of sale, title of ownership would only pass once a final cash payment was made.

11. On May 15, 2007, Reynolds returned to American Exchange and paid the remaining \$4,000.00 balance on behalf of Plaintiff using check number 1015, payable to American Exchange and bearing the notation "Cadillac EXT 07 balance." A copy of said check is attached hereto as Exhibit "B".

12. Defendant deposited this check and kept the proceeds. However, Defendant did not provide Plaintiff with a valid certificate of title but promised to provide it once Defendant obtained said certificate of title.

13. Thereafter, Reynolds repeatedly asked Defendant for the Vehicle's certificate of title so Plaintiff could resell the Vehicle. Sometime after the Vehicle's temporary tags had expired, Defendant provided Plaintiff with a copy of the application for certificate of title, attached hereto as Exhibit "C". This document listed the date of purchase as May 9, 2007, which was more than a month after the sale. Moreover, this document listed Defendant Albert Baah,

individually, as the Vehicle's owner and showed an outstanding lien against the Vehicle in favor of Y-12 Federal Credit Union.

14. Plaintiff alleges, upon information and belief, that after the receipt of the funds from Plaintiff, the Defendant improperly placed the Vehicle in his own name and used it to secure a loan from Y-12 Federal Credit Union for his own use and benefit.

15. Thereafter, Reynolds once again demanded that Defendant provide him with a valid certificate of title, and Defendant assured him that he was in the process of clearing the lien and obtaining a valid certificate of title. In the meantime, Plaintiff was unable to register or resell the Vehicle.

16. In approximately June of 2007, the Vehicle was driven on a business-related trip to Chicago, Illinois, by an agent of the Plaintiff. While in Chicago, Plaintiff's agent was arrested and the Vehicle was impounded. Plaintiff was unable to obtain possession of the Vehicle because of the outstanding lien in favor of Y-12 Federal Credit Union and because Plaintiff lacked a valid certificate of title.

17. Reynolds repeatedly contacted Defendant about obtaining possession of the Vehicle, and Defendant repeatedly assured Plaintiff that he would retrieve the Vehicle from impound, extinguish the outstanding lien in favor of Y-12 Federal Credit Union and return the Vehicle to the Plaintiff.

18. Thereafter, the Defendant obtained possession of the Vehicle and satisfied Y-12's lien. However, Defendant never returned the Vehicle to the Plaintiff.

19. Plaintiff reasonably relied upon the representations of Defendant when he agreed to enter into the Contract. Plaintiff continued to rely on the Defendant's representations that he would correct any and all breaches of the Contract.

20. At all times applicable hereto, Defendant made representations to Plaintiff that the vehicle Plaintiff was purchasing was new and unencumbered and that Defendant would provide Plaintiff with a valid certificate of title. The Defendant made further representations to Plaintiff, promising to return the Vehicle to Plaintiff.

21. As a result of the Defendant's actions, Plaintiff made a good faith effort to rescind the Contract and offered to accept a new agreement by which Plaintiff would accept another vehicle worth substantially the same amount as the Vehicle, but Defendant refused.

22. The Defendant never returned the Plaintiff's purchase money nor provided Plaintiff with a substitute vehicle after Defendant failed to return the Vehicle to Plaintiff.

I. BREACH OF CONTRACT

23. All allegations in paragraphs 1 through 22 of this Complaint are hereby incorporated and re-alleged by reference.

24. Defendant breached the Contract by failing to provide Plaintiff with an unencumbered vehicle and failing to provide Plaintiff with a valid certificate of title, both of which were fairly bargained-for by Plaintiff in good faith.

25. As a result of the breach of Contract by the Defendant, plaintiff has lost both his money and the Vehicle.

II. NEGLIGENT MISREPRESENTATION

26. All allegations in paragraphs 1 through 25 of this Complaint are hereby

incorporated and re-alleged by reference.

27. Defendant, who had a pecuniary interest in the Contract, negligently supplied false information to the Plaintiff regarding the lien status of the Vehicle and the validity of the Vehicle's certificate of title, upon which Plaintiff reasonably relied to his detriment.

28. Additionally, after the Vehicle was impounded, Defendant repeatedly misrepresented to Plaintiff that he would return the Vehicle to the Plaintiff and would extinguish the outstanding lien, upon which Plaintiff justifiably relied to his detriment.

III. FRAUDULENT MISREPRESENTATION

29. All allegations in paragraph 1 through 28 of this Complaint are hereby incorporated and re-alleged by reference.

30. Defendant made intentional misrepresentations of material facts with regard to the Vehicle's title and its lien status. These statements were designed and intended to mislead the Plaintiff regarding Defendant's true intentions of performing under the Contract.

31. These misrepresentations were made by the Defendant with knowledge of their falsity and with the intent to deceive the Plaintiff.

32. The Defendant's misrepresentations were of existing facts as to the state of the Vehicle's certificate of title, the lien status of the Vehicle, Defendant's intention of performing its obligations under the Contract, and Defendant's intentions of returning the Vehicle to the Plaintiff.

33. Plaintiff was, in fact, misled by Defendant's intentional misrepresentations, upon which Plaintiff reasonably relied to its injury.

IV. TENNESSEE CONSUMER PROTECTION ACT VIOLATION

34. All allegations in paragraphs 1 through 33 of this Complaint are hereby incorporated and re-alleged by reference.

35. Defendant's comments and conduct constitute unfair and deceptive acts or practices under the Tennessee Consumer Protection Act, Tennessee Code Annotated § 47-18-101, *et seq.*

36. Plaintiff has been damaged as a result of Defendant's unfair and deceptive acts or practices.

37. Defendant led Plaintiff to believe that Plaintiff was actually buying an unencumbered vehicle with a valid certificate of title, when Defendant knew or should have known there was an outstanding lien on the Vehicle, which negates any representation, intentional or otherwise, that the Vehicle was unencumbered.

38. Defendant accepted cash in the amount of \$40,000.00, credit for payment of a previous loan in the amount of \$24,000.00, and Plaintiff's check in the amount of \$4,000.00 while maintaining, at all times, that the Vehicle being bought in consideration thereof, was unencumbered and had a transferable certificate of title.

39. In good faith, Plaintiff relied upon the negligent, reckless, and fraudulent nature of the acts practiced by Defendant and has been damaged as a result.

40. Plaintiff avers that Defendant negligently, recklessly, willfully and knowingly practiced deceptive acts against Plaintiff, which damaged the Plaintiff, and Plaintiff therefore has a private right of action against Defendant pursuant to Tennessee Code Annotated §47-18-109.

41. As a direct result of the negligent and fraudulent acts, comments, and omissions of Defendant, Plaintiff has been damaged and is entitled to all remedies allowed by the Tennessee Consumer Protection Act, including attorney's fees.

V. PROMISSORY FRAUD

42. All allegations in Paragraph 1 through 41 of this Complaint are hereby incorporated and re-alleged by reference.

43. Defendant procured cash in the amount of \$40,000.00, credit towards his debt of \$24,000.00 and Plaintiff's check in the amount of \$4,000.00 from Plaintiff by intentionally misrepresenting his intentions and perhaps his ability to fulfill his obligations under the Contract. The misrepresentations made by Defendant fraudulently induced Plaintiff to pay Defendant the full consideration for the Vehicle, when Defendant had no intention of fulfilling his promises.

44. Plaintiff reasonably relied on the Defendant's misrepresentations to its detriment.

45. Because of the intentional acts and omissions of Defendant, which were the proximate and legal cause of Plaintiff's damages, Plaintiff asserts that it is entitled to punitive damages in accordance with Hodges v. S.C. Toof and Company, 833 S.W.2d 896 (Tenn. 1992).

VI. CONVERSION

46. All allegations in Paragraph 1 through 45 of this Complaint are hereby incorporated and re-alleged by reference.

47. In obtaining and thereafter retaining possession of the Vehicle paid for by Plaintiff without the Plaintiff's consent, Defendant excluded and defied the Plaintiff's rights as the rightful owner of the Vehicle.

48. The aforementioned actions by Defendant deprived the Plaintiff of the use and enjoyment of the Vehicle and constituted a conversion of the Vehicle.

49. As a natural and proximate result of the Defendant's conversion of the Vehicle, Plaintiff has been damaged.

VII. BREACH OF WARRANTY

50. All allegations in Paragraph 1 through 49 of this Complaint are hereby incorporated and re-alleged by reference.

51. The Defendant had a duty to provide Plaintiff with a valid certificate of title under Tennessee Code Annotated § 55-3-101, *et seq.*

52. In transferring possession of the Vehicle to Plaintiff and providing a notarized bill of sale, the Defendant warranted to the Plaintiff that the title conveyed was good and that Defendant's transfer of the Vehicle was rightful.

53. Defendant further warranted that the Vehicle would be delivered free from any security interest or other lien or encumbrance.

54. Defendant breached the provisions of T.C.A. § 47-2-301, *et seq.*, by failing to provide Plaintiff with a vehicle free and clear of any and all liens and encumbrances.

55. Defendant breached the provisions of T.C.A. § 55-3-101 by failing to provide Plaintiff with a valid certificate of title.

56. As a result of Defendant's breach of warranty of title under T.C.A. § 47-2-301 and failure to fulfill the duties prescribed by T.C.A. § 55-3-101, *et seq.*, the Plaintiff has been damaged.

WHEREFORE, Plaintiff prays as follows:

1. That proper process issue to the Defendant requiring answer to this Complaint within the time allowed by law.
2. For compensatory damages in an amount not to exceed \$100,000.00.
3. For treble damages pursuant to the provisions of T.C.A. § 47-18-109(a)(3); or in the alternative, for punitive damages in the amount of \$200,000.00.
4. For attorney fees pursuant to the provisions of T.C.A. § 47-18-109(e)(1).
5. For costs of this action.
6. For such other and further relief to which the Plaintiff may prove entitled.

By: Alexis M. Whitaker
Alexis M. Whitaker (BPR #025748)
Attorney for Plaintiff

Carpenter, O'Connor & Sterchi, PLLC
Post Office Box 2485
Knoxville, Tennessee 37901-2485
(865) 546-1831

COST BOND

We acknowledge ourselves surety for costs in this cause, for costs pursuant to the applicable provision of the Tennessee Code Annotated.

CARPENTER, O'CONNOR & STERCHI, PLLC
Alexis M. Whitaker
Alexis M. Whitaker

TO: KURT E. PETERSON COM NY:

Bank of America



Bank of America

Capture Date: 20070516 Sequence #: 0892217383

TIMELESS ENTERTAINMENTS INC.		1015
P.O. BOX 52152 KNOXVILLE, TN 37950-2152		87-2/640 TN 834
PAY TO THE ORDER OF	<u>American Exchange</u>	DATE <u>5-14-07</u>
	<u>Four thousand dollars and 00/100</u>	\$ <u>4,000.00</u>
		DOLLARS @
Bank of America		
ACH RT 064000020		
FOR	<u>Cadillac EXT 07 BALANCE</u>	<u>Donald R. Ryle Jr.</u>
⑈001015⑈ ⑈064000020⑈ 003785921977⑈		⑈0000400000⑈

05162907 05/15/07
 0040-0002-6 064207195
 0702852384 1003860950

20719
 05/15/07
 064207195

1015 25972

FOR DEPOSIT ONLY
 KNOXVILLE TEACHERS
 FEDERAL CREDIT UNION
 00 2207 0

Scanned by...

Electronic Endorsements


Date	Sequence	Bank #	BOFD	TRN	BankName
20070516	000702852384	84000026	N	Y	FIRST TENNESSEE BANK, NA
20070516	000892217383	111012822	N	N	BANK OF AMERICA, NA

No Payee Endorsements Found

EXHIBIT

tabbles

B

RO NUMBER		 TENNESSEE DEPARTMENT OF SAFETY APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION		REGISTRATION EXPIRES 5 31 08				
NEW OR CURRENT TITLE NUMBER				INVOICE NO.				
CLASS CODE / ISSUE YEAR 1000/2006				VIN 3GYH62827G272799				
LICENSE NO. 816FNL		VALIDATION NO. 008481600		MAKE CADI	YEAR 07	MODEL EXT	BODY 4W	COLOR 9
NEW	USED	FORMER TITLE NO.		STATE	DATE PURCHASED		LICENSE NO. / CLASS CODE / ISSUE YEAR / TRADE IN	
N		150		TN	05 09 07		/0000/0000	
LAST NAME		FIRST NAME		MIDDLE INITIAL		PREVIOUS STATES TITLED		
0 BAAH		ALBERT						
LAST NAME		FIRST NAME		MIDDLE INITIAL		AXLES		MOBILE HOME
0								
STREET ADDRESS OR R.F.D.						1. GAS		2. DIESEL
1536 CLIFFSIDE LANE						3. ELECTRIC		4. PROPANE
CITY						ZIP CODE		COMPANY VEHICLE NO.
KNOXVILLE						TN		37914
1ST LIENHOLDER						LIEN DATE		
0 70579 K-12 FEDERAL CREDIT UNION						5		9 07
STREET ADDRESS						CITY		STATE
PO BOX 2512						OAK RIDGE		TN
2ND LIENHOLDER						LIEN DATE		
								00
STREET ADDRESS						CITY		STATE
REGISTERED WT.	WT. CLASS SEATS	VU=P VT=A		0	ODOMETER	15		LICENSE FEE
								21.50
PRINCIPAL DRIVERS LICENSE NO.		TOTAL SALES OR USE TAX PAID ON VEHICLE		CREDIT		SUBTOTAL		
		EVENT				21.50		
COST OF VEHICLE	COMPUTATION OF		SALES TAX		USE TAX		TAXES PAID	
	Sales or Use Tax (State Rate)							
TRADE-IN ALLOWANCE	Local Rate (Subject to Maximum)						PENALTY	
	Subtotal						LEASE FEE	
TAXABLE AMOUNT	Credit Sales or Use Tax Paid In State of						TRANSACTION	
	Tax Due		TX-ID				TOTAL REGISTRATION	
								21.50
								TITLE FEE
								5.00
								SUBTOTAL
								26.50
								SALES TAX
								ISSUANCE FEE
								8.00
DATE OF APPL- CATION		COUNTY CLERK		OWNER PHONE NUMBER		COUNTY FEE		
05 21 07		ROY CRAWFORD, JR.		REG. CITY		COUNTY		
		BY AUTHORITY OF REGISTRAR OF MOTOR VEHICLES		COUNTY STICKER NO.		TOTAL		
								34.50

I CERTIFY THAT I AM A RESIDENT OF:

BLOUNT

COUNTY ()

4487169

SS-0002 / Rev 8/03

3 OWNED

RDA

EXHIBIT

tabbles

C

Demar

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,

2008 APR -2 PM 2:54

Plaintiff,

HOWARD G. HOGAN

vs.

Docket No. 172039 - 3 ✓

Serve:

**ALBERT BAAH, individually and
d/b/a AMERICAN EXCHANGE
526 North Gay Street
Knoxville, Tennessee 37917,**

Defendant.

SUMMONS

To the above-named Defendant:

Albert Baah
d/b/a American Exchange
526 North Gay Street
Knoxville, Tennessee 37917

You are hereby summoned and required to serve upon Alexis M. Whitaker, Plaintiff's attorney, whose address is P.O. Box 2485, Knoxville, Tennessee 37901, an answer to the Complaint herewith served upon you within thirty (30) days after service of this Summons and Complaint upon you, exclusive of the day of service. A copy of the Answer must be filed with the Court either before or within a reasonable time after service. If you fail to do so, judgment by default can be taken against you for the relief demanded in the Complaint.

Issued and tested this 2nd day of April, 2008.

Howard G. Hogan
CLERK & MASTER

Dottie Davidson
DEPUTY CLERK

NOTICE

To the Defendant Albert Baah, d/b/a American Exchange

Tennessee law provides a Four Thousand Dollar (\$4,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

SERVICE INFORMATION

To the process server: Defendant Albert Baah d/b/a American Exchange can be served with process at 526 North Gay Street, Knoxville, Tennessee 37917.

RETURN

I received this Summons on the 5 day of April, 2008. *CB*

I hereby certify and return that on the 8 day of April, 2008, I:

☒ served this Summons and a Complaint on Defendant Albert Baah d/b/a American Exchange, in the following manner:

W. K. B. B.
F. Baah

☐ failed to serve this Summons within thirty (30) days after its issuance because:

Chadman
PROCESS SERVER

1536
Cliffside Ln
H H
GOLF
Course
6062-M

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,

2008 APR -2 PM 2:36

Plaintiff,

HOWARD G. HOGAN

vs.

Docket No. 172039-3 ✓

Serve:

**ALBERT BAAH, individually and
d/b/a AMERICAN EXCHANGE
526 North Gay Street
Knoxville, Tennessee 37917,**

Defendant.

SUMMONS

To the above-named Defendant:

Albert Baah
1536 Cliffside Lane
Knoxville, Tennessee 37914

You are hereby summoned and required to serve upon Alexis M. Whitaker, Plaintiff's attorney, whose address is P.O. Box 2485, Knoxville, Tennessee 37901, an answer to the Complaint herewith served upon you within thirty (30) days after service of this Summons and Complaint upon you, exclusive of the day of service. A copy of the Answer must be filed with the Court either before or within a reasonable time after service. If you fail to do so, judgment by default can be taken against you for the relief demanded in the Complaint.

Issued and tested this 2nd day of April, 2008.

Howard G. Hogan
CLERK & MASTER

Dellie Davison
DEPUTY CLERK

NOTICE

To the Defendant Albert Baah, individually

Tennessee law provides a Four Thousand Dollar (\$4,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

SERVICE INFORMATION

To the process server: Defendant Albert Baah can be served with process at 1536 Cliffside Lane, Knoxville, Tennessee 37914.

RETURN

I received this Summons on the 4 day of April, 2008.

I hereby certify and return that on the 7th day of April, 2008, I:

☒ served this Summons and a Complaint on Defendant Albert Baah, in the following manner:

x Maria B. Anderson

☐ failed to serve this Summons within thirty (30) days after its issuance because:

James Brummitt

PROCESS SERVER

2099

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,)

Plaintiff,)

vs.)

ALBERT BAAH, individually and)
d/b/a AMERICAN EXCHANGE)

Defendant.)

2009 APR 28 PM 3:53
J. HOGAN
Docket No. 172039-3 ✓

ANSWER AND COUNTERCLAIM

COMES now the Defendant, Albert Baah, individually and d/b/a/ American Exchange, ("Defendant") by and through counsel, and for his Answer to the Plaintiff's Complaint, states as follows:

1. The Defendant is without knowledge or information sufficient to admit or deny the averment in Paragraph 1 of the Complaint that Timeless Entertainment, Inc. is a corporation organized and existing under the laws of the State of Nevada, and therefore denies the averment. The remaining averments in Paragraph 1 of the Complaint are admitted.

2. The Defendant admits the averments in Paragraph 2 of the Complaint.

3. The Defendant admits the averments in Paragraph 3 of the Complaint.

4. The Defendant denies the averments in Paragraph 4 of the Complaint.

5. The Defendant denies the averments in Paragraph 5 of the Complaint.

6. The Defendant denies the averments in Paragraph 6 of the Complaint.

7. The Defendant denies the averments in Paragraph 7 of the Complaint.

8. Answering Paragraph 8 of the Complaint, Defendant admits that on or about April 2, 2007 Defendant and Plaintiff extensively negotiated and entered into a valid oral contract for the purchase and sale of a 2007 Cadillac Escalade EXT, Vehicle Identification Number 3GYFK62827G272799 ("Vehicle"). As further answer, Defendant denies the remaining averments in Paragraph 8 of the Complaint.

9. Answering Paragraph 9 of the Complaint, Defendant admits that a notarized bill of sale was given to Plaintiff on April 2, 2007, but denies that it evidenced all of the terms and conditions of the agreement as averred by Plaintiff in Paragraph 9 of the Complaint, and therefore denies the remaining averments in Paragraph 9.

10. The Defendant admits the averments of Paragraph 10 of the Complaint.

11. Answering Paragraph 11 of the Complaint, Defendant admits that on May 15, 2007 Plaintiff gave to Defendant a check, number 1015, for \$4,000, but denies

that the \$4,000 check represented the balance remaining on the Vehicle and therefore denies the remaining averments in Paragraph 11 of the Complaint.

12. Answering Paragraph 12 of the Complaint, Defendant admits that he deposited and kept the \$4,000 check and that he did not provide Plaintiff with the certificate of title. Defendant denies the remaining averments of Paragraph 12 in the Complaint.

13. Answering Paragraph 13 of the Complaint, Defendant admits that the application for certificate of title lists the Defendant as the Vehicle's owner and showed an outstanding lien against the vehicle in favor of Y-12 Credit Union. Defendant denies the remaining averments in Paragraph 13 of the complaint.

14. The Defendant denies the averments in Paragraph 14 of the Complaint as stated.

15 The Defendant denies the averments in Paragraph 15 of the Complaint as stated.

16 The Defendant admits that in June of 2007 the Vehicle was used by the Plaintiff and/or an agent of the Plaintiff for drug trafficking, and that the vehicle was impounded by the Chicago Police Department. Defendant is without knowledge sufficient enough to respond to the averment that Plaintiff attempted but was unable to get possession of the Vehicle. The Defendant further admits that Plaintiff did not have a certificate of title and that, at the time of the impounding, Y-12 Credit Union held a lien on the Vehicle.

17. The Defendant denies the averments in Paragraph 17 of the Complaint as stated.

18. The Defendant admits to satisfying the Y-12 Credit Union lien on the Vehicle and to subsequently taking possession of the Vehicle. As further answer, the Defendant avers that Y-12 Credit Union required the Defendant to pay off the outstanding lien, or risk having the vehicle sold by Y-12 Credit Union to satisfy the debt. The Defendant further avers that he made multiple attempts to contact the Plaintiff regarding the Vehicle but the Plaintiff failed to respond.

19. The Defendant denies the averments in Paragraphs 19 through 22 of the Complaint.

20. Answering Paragraph 23 of the Complaint, Defendant incorporates Paragraphs 1 through 19 above.

21. The Defendant denies the averments in Paragraphs 24 and 25 of the Complaint.

22. Answering Paragraph 26 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 21 above.

23. The Defendant denies the averments in Paragraphs 27 through 28 of the Complaint.

24. Answering Paragraph 29 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 23 above.

25. The Defendant denies the averments of Paragraphs 30 through 33 of the Complaint.

26. Answering Paragraph 34 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 25 above.

27. The Defendant denies the averments of Paragraphs 35 through 41 of the Complaint.

28. Answering Paragraph 42 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 27 above.

29. The Defendant denies the averments in Paragraphs 43 through 45 of the Complaint.

30. Answering Paragraph 46 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 29 above.

31. The Defendant denies the averments in Paragraphs 47 through 49 of the Complaint.

32. Answering Paragraph 50 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 31 above.

33. The Defendant denies the averments of Paragraphs 51 through 56 of the Complaint.

34. The Defendant denies that the Plaintiff is entitled to any relief as set forth in the Complaint.

35. Any allegations not heretofore admitted, denied or otherwise explained are hereby denied.

AFFIRMITIVE DEFENSES

1. The Plaintiff's Complaint fails to state a claim upon which relief can be granted.

2. The Plaintiff is barred from recovery as the Plaintiff breached the agreement between the parties.

3. The Plaintiff is barred from recovery based on its own fraudulent actions and business practices.

4. The Plaintiff's claims are barred by the doctrines of waiver, estoppel and unclean hands.

WHEREFORE, in consideration of the foregoing, the Defendant prays that the Plaintiffs Complaint be dismissed with all costs being taxed to the Plaintiffs.

COUNTER CLAIM

Now having answered the Plaintiff's Complaint, the Defendant assumes the role of Counter Plaintiff and sues Timeless Entertainment, Inc. ("Timeless Entertainment") for breach of contract upon the following grounds:

1. In April 2007, Donald Reynolds, president of the Timeless Entertainment, approached Albert Baah ("Baah") and requested that Baah agree to sell to Timeless Entertainment the Vehicle.

2. The Vehicle had recently been purchased by Baah from Airport Cadillac in Alcoa, Tennessee (a copy of the vehicle invoice is attached Exhibit "A"). At the time of the purchase, Baah had financed a portion of the purchase price via a loan from Y-12 Credit Union ("Y-12") (a copy of the promissory note is attached as Exhibit "B").

3. Timeless Entertainment offered to purchase the Vehicle from Baah for a total of Sixty Eight Thousand Seventy Five Dollars and Ten Cents (\$68,075.10) (a copy of the bill of sale attached as Exhibit "C"). Both parties orally agreed that Timeless Entertainment would make a Five Thousand Dollar (\$5,000) cash down payment and would pay the remaining balance within a few weeks.

4. This oral agreement was consistent with numerous prior vehicle purchase agreements entered into between Baah and Timeless Entertainment (bills of sales for prior purchases are attached hereto collectively as Exhibit "D"). Because Timeless Entertainment and/or Reynolds had complied with the terms of the previous agreements, Baah had a good faith belief that Timeless Entertainment would do the same under the purchase agreement for the Vehicle. In addition to the \$5,000 down payment, Timeless Entertainment also made a Four Thousand Dollar (\$4,000) payment towards the balance of the purchase price (a copy of the check is attached as Exhibit "E").

5. The Bill of Sale for the Vehicle contains language stating that both parties agreed that the title of ownership of the Vehicle would not pass to Timeless Entertainment until the final cash payment had been paid (See Exhibit "C"). By June 2007, Timeless Entertainment had failed to pay off the remaining balance on the Vehicle as was required under the agreement.

6. Shortly thereafter, Baah was notified by the lien holder of the Vehicle, Y-12 Credit Union, that the Vehicle had been used in drug trafficking in Chicago, Illinois, had been impounded by law enforcement, and had been subsequently released to Y-12 Credit Union (a copy of the police report is attached hereto as Exhibit

"F"). Thereafter, Y-12 Credit Union required that the loan secured by the lien be paid off in full or Y-12 Credit Union would consider the seizure a default under Baah's loan agreements and Y-12 Credit Union would sell the vehicle. (A copy of the demand letter from Y-12 is attached hereto as Exhibit "G").

7. Baah paid off the balance owed to Y-12 and took possession of the Vehicle. The lien was released by Y-12 on August 10, 2007 (a copy of the release is attached hereto as Exhibit "H"). At the time the Vehicle was returned to the Baah, it was in poor condition and had excessive mileage. Over the next several days Baah attempted on multiple occasions to contact Reynolds (the only contact Baah had for Timeless Entertainment) in an effort to secure payment of the remaining balance owed to Baah by Timeless Entertainment on the Vehicle. Timeless Entertainment failed to respond to Baah's requests and Baah was forced to sell the Vehicle in an effort to recoup some of the amount he was required to pay to Y-12. Baah subsequently sold the Vehicle to Carmax on August 15, 2007 for Forty Four Thousand Seven Hundred Fifty Dollars (\$44,750.00) (vehicle invoice attached hereto as Exhibit "I").

8. Because Timeless Entertainment failed to make the payments required under the oral and written contracts, used the Vehicle in illegal drug trafficking, and did not respond to Baah's repeated requests that the outstanding balance be paid in full, Baah's only recourse was to sell the Vehicle to pay off the Y-12 loan. Baah was never, at any time, obligated to surrender title to the Vehicle to Timeless Entertainment. Under the sales agreement, Baah had committed himself to transfer title to Timeless Entertainment Defendant only when the full balance owing on the Vehicle was paid.

9. Baah alleges that he entered into a valid oral agreement with the Timeless Entertainment under which Timeless Entertainment agreed to purchase the Vehicle for Sixty Eight Thousand Seventy Five Dollars and Ten Cents (\$68,075.10). Baah relied on this agreement and released the Vehicle to Timeless Entertainment believing the full balance would be paid in full within a few weeks.

10. Timeless Entertainment breached the agreement by failing to pay the full \$68,075.10. Further, Timeless Entertainment or its agents or employees used the Vehicle in drug trafficking which resulted in the Vehicle being seized by law enforcement and, subsequently, sent to Y-12 Credit Union. Consequently, Baah was forced to pay off the loan owed to Y-12 Credit Union. Timeless Entertainment failed to pay the balance owed to Baah or respond to Baah's repeated demands to pay for the Vehicle. In order to recoup the money he was forced to pay to Y-12 Credit Union, Baah sold the Vehicle to Carmax.

11. Baah has suffered a financial loss and is entitled to damages based on Timeless Entertainment's breach of its purchase agreement with Baah.

WHEREFORE, Baah respectfully requests:

1. That Timeless Entertainment be required to answer this Counter Complaint within the time period described by law.

2. That Baah be awarded a judgment against Timeless Entertainment in the amount of not less than Fourteen Thousand Three Hundred Twenty-Five Dollars and Ten Cents (\$14,325.10).

3. That all costs in this cause be taxed to Timeless Entertainment.

4. Such other and further general relief as this Court deems appropriate.

Respectfully submitted this 20th day of April, 2008.

Doug Rose

Chadwick B. Findell (BPR #015052)

Douglas L. Rose (BPR #026563)

Stone & Hinds, P.C.

507 Gay Street, S.W. Suite 700

Knoxville, Tennessee 37902

(865) 546-6321

Attorneys for Defendant/Counter-Plaintiff

1048334

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Answer and Counter-Claim has been served on the following:

Alexis M. Whitaker, Esq.
P.O. Box 2485
Knoxville, Tennessee 37901

this 28th day of April, 2008, via U. S. Mail, facsimile or hand delivery.



Douglas L. Rose, Esquire

VEHICLE INVOICE

AIRPORT CADILLAC, Inc.

3203 Airport Hwy.
ALCOA, TN. 37701
(865) 970-2960



SOLD TO ALBERT BAAH
1536 CLIFFSIDE LN
ADDRESS KNOXVILLE TN 37914
HM: (865)524-8940 WK:

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SER. NO.
2007	CADILLAC	ESCALADE		3GYFK62827G272799
SALESMAN HOUSE			KEY NOS.	
COLOR				

COLOR OF VEHICLE:

LIEN: Y-12 FEDERAL CREDIT UNION
PO BOX 2512
OAK RIDGE TN 37831-2512

DATE		INVOICE NO.		STOCK NO.		KEY
05/09/07		Nº 021395				I
SOURCE	10(0)	12(0)	20(0)	SALESMAN NUMBER		11189
DESCRIPTION	COST	KEY	ACCT NO.	SALE	KEY	
		C	4			-
		C				-
		C				-
		C				-
		C				-
		C				-
		C				-
		C				-
		C				-
FLEET		C	419			-
		C				-
USED CAR RET		C	446			-
USED CAR WHSE		C	448			-
		C				-
		C				-
		C				-
		C				-
		C				-
		C				-
		C				-
DEALER TRANSFER			231			
SELLING PRICE						58907.73
WARRANTY						N/A
			905F			N/A
SALES TAX			324			N/A
LICENSE AND TITLE FEES			13A			35.50
G. R. TAX			325			N/A
TOTAL CASH PRICE						58943.23
FINANCING						13417.37
INSURANCE						N/A
TOTAL TIME PRICE						72360.60
DEPOSIT			220A			30000.00
VEHICLE ACCOUNTS RECEIVABLE			220A			N/A
CASH SALE			220A			N/A
USED CAR ALLOWANCE						58907.73
PAYMENTS						
MONTHS		DOLLARS				
60		706.01				PER MONTH
TOTAL						42360.60
PAY OFF BAL. OWING			220A			28943.23
FINANCE CO.						58907.73
DISCOUNT OR OVERALLOWANCE						+
CONTRACTS IN TRANSIT:			205			28943.23
						+
						+
RECONDITIONING - USED VEHICLE - RETAIL			647			+
COST OF SALES - USED VEHICLE - RETAIL			646			-
						-
VALUE OF TRADE				I	240	N/A
STOCK NUMBER			104820A	I	240	N/A
USED CAR TRADED						
YEAR	MAKE	MODEL	COLOR			
2006	CADILLAC	STS				
VEHICLE IDENT. OR SERIAL NO.						
1G6DC67A060104820						

EXHIBIT

A

LOANLINER.**DEALER DIRECT**

Office Hours: Monday - Friday 9:00-5:30, Saturday 9:00-12:00

1-800-482-1043

OAK RIDGE W. KNOXVILLE MARYVILLE CLINTON SEVIERVILLE
501 Lafayette Drive 6540 Clinton Hwy. 624 W. Lamar Alex. Hwy. 450 N. Charles Solvers Blvd. 972 Dolly Parton Hwy.
N. KNOXVILLE ALCOA LAFOLLETTE ROANE COUNTY
118 Center Park Drive 2901 E. Broadway 2015 Jackson Pike 1715 Roane State Hwy.

Note and Disclosure Statement

BORROWER NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - State - Zip Code)

BAAH, ALBERT
1536 CLIFFSIDE LN
KNOXVILLE TN 37914

DATE

05/09/2007

MEMBER NUMBER

830236-01

NOTE NUMBER

MATURITY DATE

05/23/2012



FIXED



VARIABLE

In this agreement "you" and "your" mean each person who signs this agreement. The "credit union" means the credit union whose name appears above and anyone to whom the credit union transfers its rights under this agreement. The terms on the reverse side are part of this agreement. Boxes checked below apply to this agreement.

TRUTH IN LENDING DISCLOSURE**ANNUAL PERCENTAGE RATE**

The cost of your credit as a yearly rate.

15.84 %

FINANCE CHARGE

The dollar amount the credit will cost you.

\$ 13417.37

Amount Financed

The amount of credit provided to you or on your behalf.

\$ 28943.23

Total of Payments

The amount you will have paid when you have made all payments as scheduled.

\$ 42360.60

e means an estimate

Prepayment: If you pay off early you will not have to pay a penalty.

Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.

Variable Rate: The annual percentage rate (APR) may increase during the term of this transaction if the credit union's average cost of dividends paid on share certificate accounts as of the 20th day of the last month of each preceding calendar quarter (Index) increases. We will add a margin of 2% for new vehicles and 4% for used vehicles to the index and then round up to the nearest .25%. The rate will change quarterly on the first day of January, April, July and October. The rate will never be less than 6% for new vehicles and 8% for used vehicles. Any interest rate increase will result in a higher final payment. If your loan were for \$5,000.00 at 8.00% for 48 months, and the rate increased to 8.50% in 24 months, you would have to make 23 more payments of the same amount and your final payment would be increased by \$16.36.

Number of Payments 60 **Amount of Payments** 706.01 **When Payments Are Due** MONTHLY BEGINNING: 06/23/2007 **Property Insurance:** You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from the credit union you will pay \$ N/A

Security: Collateral securing other loans with the credit union will also secure this loan. You are giving a security interest in your shares and/or deposits in the credit union; and ☒ the goods/property being purchased; ☐ Other (Describe)

Late Charge: After 15 days or more late, we may charge you 8% of the payment amount due. **Filing Fees** \$ N/A **Non-Filing Insurance** \$ N/A

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, AND ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE.

ITEMIZATION OF THE AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED OF \$	AMOUNT GIVEN TO YOU DIRECTLY \$	AMOUNT PAID ON YOUR ACCOUNT \$	PREPAID FINANCE CHARGE \$
28943.23	N/A	N/A	N/A
AMOUNT PAID TO OTHERS \$	N/A	N/A	N/A
ON YOUR BEHALF \$	28943.23	N/A	N/A
To AIRPORT CADILLAC INC.			

NOTE AND SECURITY AGREEMENT CONTINUED ON REVERSE SIDE

The following paragraph applies only if this is a variable rate loan: The initial rate of interest is N/A %.

Interest: Interest will be charged from the date of this loan until you have paid what you owe under this Agreement. The interest rate is subject to change as follows: The annual percentage rate may increase during the term of this transaction if the credit union's average cost of dividends paid on share certificate accounts as of the 20th day of the last month of each preceding calendar quarter (Index) increases. We will add a margin of 2% for new vehicles and 4% for used vehicles to the index and then round up to the nearest .25%. The rate will change quarterly on the first day of January, April, July and October. The rate will never be less than 6% for new vehicles and 8% for used vehicles. Any interest rate increase will result in a higher final payment.

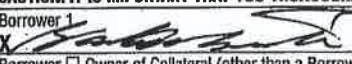
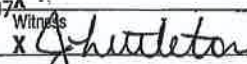
Promise to Pay: You promise to pay \$ 28943.23 to the credit union plus interest on the unpaid balance at 15.84 % per year until what you owe has been repaid. **Collection Costs:** You agree to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

Security Offered:	MODEL	YEAR	I.D. NUMBER	TYPE	VALUE
CADILLAC	ESCALADE	2007	36YFK628276272799	EXT	

Other (Describe):

You Pledge Shares and/or Deposits of \$ N/A in account number N/A Key No. This Note is governed by the laws of TN

SIGNATURE: If you agree to make and be bound by the terms of this Note and Security Agreement sign below. If you are not a borrower but an owner of the collateral for this loan, sign below and check the box for "Owner of Collateral". By doing so you agree only to the terms of the Security Agreement. **CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

Borrower ☒  Date 05/09/2007
Borrower ☐ Owner of Collateral (other than a Borrower) Date
Witness  Date

CREDIT INSURANCE APPLICATION/SCHEDULE

"You" or "Your" means the member and the joint insured (if applicable).

Credit insurance is voluntary and not required in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

• If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.

You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.

• You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

NOTE: THE LIFE AND DISABILITY INSURANCE CONTAINS CERTAIN BENEFIT EXCLUSIONS, INCLUDING A PRE-EXISTING CONDITION EXCLUSION. PLEASE REFER TO YOUR CERTIFICATE FOR DETAILS.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	INITIAL PREMIUM RATE SCHEDULE	INSURANCE MAXIMUMS	DISABILITY	LIFE
Single Credit Disability		XX	\$ N/A	MONTHLY TOTAL DISABILITY BENEFIT	\$600.00	N/A
Single Credit Life		XX	\$ N/A	INSURABLE BALANCE PER LOAN ACCOUNT	\$40,000	\$40,000
Joint Credit Life		XX	\$ N/A	MAXIMUM AGE FOR INSURANCE	66	70

EXHIBIT

B

tables

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO Timeliness Int. Inc. 4-2- 2007
Address P.O. Box 32152, Knoxville TN 37950
Make of Car CADILLAC

<small>Model</small> ESCALADE	<small>Type</small> EXT
<small>Year</small> 2007	<small>Serial No.</small> 30YFKG28279272799

Cash Price of Car	63,480	00
State of Tennessee Sales Tax	4,575	10
Total Cost, Including Accessories	68,055	10
Deposit		
Trade in Allowance		
Trade in Balance Owed		
Additional Cash Payment		
RECORD OF CAR TRADED IN		
<small>Make</small>	<small>Year</small>	<small>TOTAL CREDIT</small>
<small>Model</small>		<small>BALANCE DUE</small>
<small>Vin #</small>		<small>PLUS TIME</small>
		<small>PAYMENT CHARGE</small>
TOTAL TIME PAYMENT COST <u>\$68,075.10</u>		

Payable In _____ **Payments of \$** _____ **And One Payment of \$** _____
Odometer Reading 3 miles **Actual Mileage May Differ**
LIEN HELD BY _____

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.
It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.
This order is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature [Signature] **Salesman** Albert B...

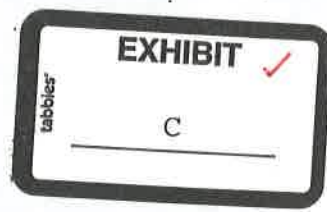
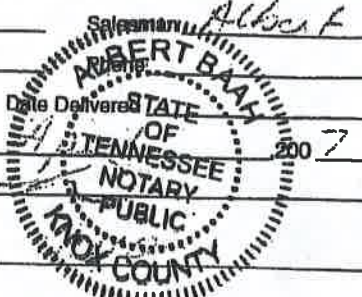
Address _____

Authorized by [Signature]

Sworn to and subscribed before me this 2 **day of** April **2007**

Notary Public [Signature]

My Commission Expires October 10



BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO TIMELESS ENT. INC. 6/21/2006
Address 1801 CROOKED SPARKS RD. KNOXVILLE TN
Make of Car INFINITI

<small>Model</small> QX 56	<small>Type</small> SUV
<small>Year</small> 2004	<small>Serial No.</small> 5N3AA08C84N811797

Cash Price of Car	\$37,500.00														
State of Tennessee Sales Tax															
Total Cost Including Accessories															
Deposit															
Trade in Allowance															
Trade in Balance Owed															
Additional Cash Payment															
RECORD OF CAR TRADED IN															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><small>Make</small></td> <td style="width: 50%;"><small>Year</small></td> </tr> <tr> <td><small>Model</small></td> <td></td> </tr> <tr> <td><small>Vin #</small></td> <td></td> </tr> </table>	<small>Make</small>	<small>Year</small>	<small>Model</small>		<small>Vin #</small>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">TOTAL CREDIT</td> <td style="width: 50%;"></td> </tr> <tr> <td>BALANCE DUE</td> <td></td> </tr> <tr> <td>PLUS TIME</td> <td></td> </tr> <tr> <td>PAYMENT CHARGE</td> <td></td> </tr> </table>	TOTAL CREDIT		BALANCE DUE		PLUS TIME		PAYMENT CHARGE	
<small>Make</small>	<small>Year</small>														
<small>Model</small>															
<small>Vin #</small>															
TOTAL CREDIT															
BALANCE DUE															
PLUS TIME															
PAYMENT CHARGE															
TOTAL TIME PAYMENT COST \$37,500.00															

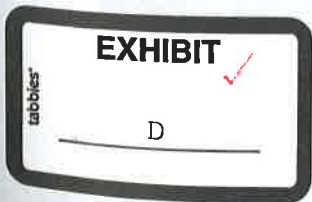
Payable in _____ Payments of \$ _____ And One Payment of \$ _____
 Odometer Reading 21,323. Actual Mileage May Differ
 LIEN HELD BY N/A

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.
 It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.
 This order is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature Donald Reynolds Jr. Salesman Albert
 Address _____ Phone _____
 Authorized by Albert Date Delivered 6/21/06
 Sworn to and subscribed before me this 21 day of June, 2006

Samuel D. [Signature]
Notary Public
 My Commission Expires October 6, 2006





TENNESSEE DEPARTMENT OF SAFETY

THIRTY DAY LIMIT

EXPIRATION DATE



TEMPORARY PLATE

TENNESSEE DEPARTMENT OF SAFETY
TITLE AND REGISTRATION DIVISION

NOTICE: THIS PLATE IS VOID UNLESS FULLY EXECUTED BELOW IN INK

ISSUED FOR: **MAKE**
12 FINITI

YEAR	2004
------	------

MODEL
GX 56

COLOR
Black

ODOMETER READING
21,323

VIN #

5N3A908C84N811797

ISSUED BY: *AMERICAN EXCHANGE* (IF BY DEALER, COMPANY NAME)

DEALER I.D. #

ADDRESS

526 N. GAY STREET

CITY

Knoxville



R328279

CERTIFICATE OF TITLE

RMD932

VEHICLE IDENTIFICATION NO.		YEAR	MAKE OF VEHICLE	MODEL	BODY	TITLE NO.
84N811277		94	INFI	8X3	UT	70549697
NEW	USED	PREVIOUS TITLE NO.	PREV. STATE	SALES OR USE TAX	CO.	ODOMETER
		450	TN	\$1245.50	47	87
PREV. OTHER TITLE NO.		DATE ACQUIRED	ACTUAL MILEAGE			
11-03-04		10-22-04				

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

HOLLIN PROPERTIES
PO BOX 24258
KNOXVILLE

TN 37933

DATE OF FIRST SECURITY INTEREST
FIRST LIENHOLDER

RELEASE OF LIENS
(FIRST LIEN) INTEREST IN THE DESCRIBED VEHICLE IS
HEREBY RELEASED

DATE OF SECOND SECURITY INTEREST
SECOND LIENHOLDER

NAME	DATE RELEASED
AUTHORIZED SIGNATURE	
(SECOND LIEN) INTEREST IN THE DESCRIBED VEHICLE IS HEREBY RELEASED	DATE RELEASED
NAME	DATE RELEASED
AUTHORIZED SIGNATURE	

Commissioner

After the exercise of reasonable diligence in ascertaining whether or not the statements made in the application are true, the applicant above named has been duly recorded in this department as the owner of the motor vehicle described, subject to the below liens, if any. Any letter or other communications regarding motor vehicle Certificate of Title should be to: STATE OF TENNESSEE, TITLE AND REGISTRATION DIVISION, 44 VanLue Way, Suite 150, Nashville, Tennessee 37243-8060.

CONTROL NO.
29010059

STATE OF TENNESSEE DEPARTMENT OF SAFETY

STORE IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

FEDERAL and STATE LAW requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE BY REGISTERED OWNER

This is to be filled in by the seller and delivered to the purchaser with the vehicle. Purchaser must make application for a new Certificate of Title with the County Clerk.

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address: (Record lien in space below)
Sutton Automotive Group P.O. Box 729 Hickman TN 37348

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked: (Record lien in space below)

1. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY

SIGNATURE AND ADDRESS OF SELLER(S) Hansen Properties By: Wm. Hansen, Jr. full

SELLER(S) NAME (Hand Printed) Hansen Properties By: Wm. Hansen, Jr. full

DATE OF SALE 6-17-06

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) Sutton Automotive Group by J. Sutton, Jr. full

SELLER(S) NAME (Hand Printed) Sutton Automotive Group by J. Sutton, Jr. full

DATE OF SALE 6-27-06

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) American Exchange

BUYER(S) NAME (Hand Printed) AMERICAN EXCHANGE

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) Timeless Entertainment Inc. 10623 Alameda Dr. Knoxville TN 37932

SELLER(S) NAME (Hand Printed) Timeless Entertainment Inc. 10623 Alameda Dr. Knoxville TN 37932

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) Small Supply Co. Inc.

BUYER(S) NAME (Hand Printed) TIMELESS ENT. INC.

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

SELLER(S) NAME (Hand Printed) _____

DATE OF SALE _____

SALES PRICE _____

Make, VIN, Value of trade-in _____

SIGNATURE OF BUYER(S) _____

BUYER(S) NAME (Hand Printed) _____

Make, VIN, Value of trade-in _____

State Sales Tax _____

Local Option Tax _____

Make, VIN, Value of trade-in _____

SIGNATURE AND ADDRESS OF SELLER(S) _____

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO Timeless Ent. Inc 11/1/, 2006
Address 10623 Alameda Dr. Knoxville, TN 37932
Make of Car Dodge

<small>Model</small> <u>Charger</u> <small>Year</small> <u>2005</u>	<small>Type</small> <u>R/T</u> <small>Serial No.</small> <u>2B3KA53H16H1344267</u>
--	---

Cash Price of Car	20,300.00
State of Tennessee Sales Tax	1,572.50
Total Cost, Including Accessories	21,872.50
Deposit	
Trade in Allowance	
Trade in Balance Owed	
Additional Cash Payment	
RECORD OF CAR TRADED IN	
Make	Year
Model	
Vin #	
TOTAL CREDIT	
BALANCE DUE	
PLUS TIME	
PAYMENT CHARGE	
TOTAL TIME PAYMENT COST <u>\$21,872.50</u>	

Payable in _____ Payments of \$ _____ And One Payment of \$ _____

Odometer Reading 9501 Actual Mileage May Differ

LIEN HELD BY N/A

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.

It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.

This order is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature _____ Salesman _____

Address _____ Phone _____

Authorized by _____ Date Delivered _____

Sworn to and subscribed before me this _____ day of _____, 200_____

Notary Public

My Commission Expires _____

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO Timelen Ent. Inc 7/12/, 2006
Address P.O. Box 52152, Knoxville TN 37920
Make of Car CHEVY

<small>Model</small> <u>Impala</u> <small>Year</small> <u>1996</u>	<small>Type</small> <u>SS</u> <small>Serial No.</small> <u>1G1BL52P1TR174093</u>
---	---

Cash Price of Car	8200	00
State of Tennessee Sales Tax		
Total Cost, Including Accessories	\$8200	00
Deposit		
Trade in Allowance		
Trade in Balance Owed		
Additional Cash Payment		
RECORD OF CAR TRADED IN		
Make	Year	TOTAL CREDIT
Model		BALANCE DUE
Vin. #		PLUS TIME
		PAYMENT CHARGE
TOTAL TIME PAYMENT COST <u>\$8200.00</u>		

Payable in _____ Payments of \$ _____ And One Payment of \$ _____
 Odometer Reading 51370 Actual Mileage May Differ
 LIEN HELD BY N/A

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.
 It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.
 This order is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature _____ Salesman Albert
 Address _____ Phone _____
 Authorized by _____ Date Delivered _____
 Sworn to and subscribed before me this _____ day of _____, 2006

Notary Public

My Commission Expires _____

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO Donald R Reynolds Jr 1/26/2007
Address 10623 Alameda Dr. Knoxville, TN 37932
Make of Car DODGE

Model 300C	Type 5RT8
Year 2006	Serial No. 2C3KA73W76H498298

Cash Price of Car	39,500.00
Trade allowance	32,500.00
Trade diff.	7,000.00
State of Tennessee Sales Tax	641.50
Total Cost, Including Accessories	76,411.50
Deposit	
Trade in Allowance	
Trade in Balance Owed	
Additional Cash Payment	
RECORD OF CAR TRADED IN	
Make <u>Infiniti</u> Year <u>2004</u>	TOTAL CREDIT
Model <u>QX56</u>	BALANCE DUE
Vin # <u>5N3AA08L84N811797</u>	PLUS TIME
	PAYMENT CHARGE
TOTAL TIME PAYMENT COST \$76,411.50	

Payable in _____ **Payments of \$** _____ **And One Payment of \$** _____
Odometer Reading 56 miles **Actual Mileage May Differ**
LIEN HELD BY _____

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.

It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.

This order is not binding unless authorized by an officer of the company,

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature _____ **Salesman** _____


Address _____ **Phone** _____

Authorized by _____ **Date Delivered** _____

Sworn to and subscribed before me this _____ **day of** _____, 2007

Notary Public

My Commission Expires _____

RO NUMBER		 TENNESSEE DEPARTMENT OF SAFETY APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION		REGISTRATION EXPIRES				
NEW OR CURRENT TITLE NUMBER				INVOICE NO.				
CLASS CODE / ISSUE YEAR				VIN				
LICENSE NO.		VALIDATION NO.		MAKE	YEAR	MODEL	BODY	COLOR
NEW	USED	FORMER TITLE NO.	STATE	DATE PURCHASED	LICENSE NO. / CLASS CODE / ISSUE YEAR / TRADE IN			
LAST NAME		FIRST NAME		MIDDLE INITIAL	PREVIOUS STATES TITLED			
LAST NAME		FIRST NAME		MIDDLE INITIAL	AXLES	MOBILE HOME		
STREET ADDRESS OR R.F.D.					LGTH	WIDTH	MAIL	
CITY					ZIP CODE	COMPANY VEHICLE NO.		
1ST LIENHOLDER					LIEN DATE			
STREET ADDRESS					CITY	STATE	ZIP CODE	
2ND LIENHOLDER					LIEN DATE			
STREET ADDRESS					CITY	STATE	ZIP CODE	
REGISTERED WT.	WT. CLASS SEATS	ODOMETER		LICENSE FEE				
PRINCIPAL DRIVERS LICENSE NO.		TOTAL SALES OR USE TAX PAID ON VEHICLE		CREDIT				
COST OF VEHICLE		COMPUTATION OF <input type="checkbox"/> SALES TAX <input type="checkbox"/> USE TAX		TAXES PAID	PENALTY			
TRADE-IN ALLOWANCE		Local Rate (Subject to Maximum)			LEASE FEE			
TAXABLE AMOUNT		Credit Sales or Use Tax Paid in State of			TRANSACTION			
		Tax Due			TOTAL REGISTRATION			
I certify the information given is correct and there are no liens against the vehicle except those identified:					SUBTOTAL			
Signature of Owner					SALES TAX			
DATE OF APPLI-CATION					ISSUANCE FEE			
COUNTY CLERK					COUNTY FEE			
BY AUTHORITY OF REGISTRAR OF MOTOR VEHICLES					TOTAL			
COUNTY STICKER NO.								

I CERTIFY THAT I AM A RESIDENT OF:

KNOX

COUNTY, ()

41668945

**BILL OF SALE
AMERICAN EXCHANGE**

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO BRENDA BROOKS 12/10/, 2005
Address 300 SURREY RD. KNOXVILLE 37915
Make of Car INFINITY

<small>Model</small> Q 45	<small>Type</small> 4 DOOR
<small>Year</small> 1996	<small>Serial No.</small> JNKN501D9TM403621

Cash Price of Car	1500 00
State of Tennessee Sales Tax	138 75
Total Cost, Including Accessories	1638 75
Deposit	
Trade in Allowance	
Trade in Balance Owed	
Additional Cash Payment	
RECORD OF CAR TRADED IN	
Make	Year
Model	
Vin #	
TOTAL CREDIT	
BALANCE DUE	
PLUS TIME	
PAYMENT CHARGE	
TOTAL TIME PAYMENT COST \$1638.75	

Payable in _____ Payments of \$ _____ And One Payment of \$ _____
Odometer Reading _____ **Actual Mileage May Differ**
LIEN HELD BY _____

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.

It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.

This order is not binding unless authorized by an officer of the company,

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature _____ Salesman _____

Address _____ Phone 525-2201

Authorized by _____ Date Delivered _____

Sworn to and subscribed before me this _____ day of _____, 200 _____

Notary Public

My Commission Expires _____

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO

July 1, 2005
TIMELESS ENTERTAINMENT INC
Address *1001 CROOKED SPRINGS RD. KNOX, TN 37*
Make of Car *CADILLAC*

Model ESCALADE	Type SUV
Year 2002 (green)	Serial No. 15YEK63N62R101031

Cash Price of Car	<i>Tax included.</i>	AD 31,081.50
	<i>Sale Price</i>	\$29,000.00

State of Tennessee Sales Tax	2181 50
------------------------------	----------------

Total Cost, Including Accessories	
-----------------------------------	--

Deposit	
---------	--

Trade in Allowance	
--------------------	--

Trade in Balance Owed	
-----------------------	--

Additional Cash Payment	
-------------------------	--

RECORD OF CAR TRADED IN	TOTAL CREDIT
-------------------------	--------------

Make	Year	BALANCE DUE
------	------	-------------

Model		PLUS TIME
-------	--	-----------

Vin #		PAYMENT CHARGE
-------	--	----------------

TOTAL TIME PAYMENT COST **AD** \$31,081.50

Payable in _____ Payments of \$ _____ And One Payment of \$ _____

Odometer Reading *46,247* Actual Mileage May Differ

LIEN HELD BY *N/A*

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.

It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.

This order is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature *Leo Donald R. Reynolds Jr* Salesman *Albert*

Address *1001 Crooked Springs Rd Knoxville TN 37912* Phone *388-5462*

Authorized by *Albert* Date Delivered *July 1, 2005*

Sworn to and subscribed before me this *1st* day of *July*, 2005

Notary Public

My Commission Expires *October 6, 2006*

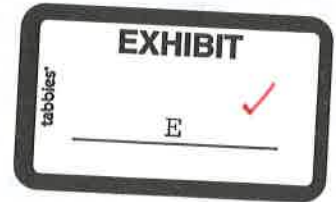
DONALD R. REYNOLDS JR.
will have to sign.

KURT E. PETERSON COMPAN.

Bank of America



Bank of America



Capture Date: 20070516 Sequence #: 0892217383

TIMELESS ENTERTAINMENTS INC.
P.O. BOX 52152
KNOXVILLE, TN 37950-2152

1015

DATE 5-14-07 07-2/640 TN

PAY TO THE ORDER OF American Exchange \$ 4,000.00

Four thousand dollars and 00/100 DOLLARS

Bank of America

ACH R/T 064000020

FOR Cedellon EXT 07 BALANCE David R. Reple

⑈001015⑈ ⑈064000020⑈ 003785921977⑈ ⑈0000400000⑈

05162997 05/15/07
0040-0002-6 064207195
0702052384 1003860950

20716
561-0000

1017 25922

FOR DEPOSIT ONLY
KNOXVILLE TEACHERS
FEDERAL CREDIT UNION
00 2207.0

David R. Reple

Electronic Endorsements

Date	Sequence	Bank #	BOFD	TRN	BankName
20070516	000702852384	84000026	N	Y	FIRST TENNESSEE BANK, NA
20070516	000892217383	111012822	N	N	BANK OF AMERICA, NA

No. Payee Endorsements Found

Chicago Police Department
Organized Crime Division



Asset Forfeiture Unit
Vehicle Management
3340 W. Fillmore
Chicago IL 60624

Fax: 312.746.7279
Voice: 312.746.7146
Fax: 4339

FAX TRANSMISSION COVER SHEET

312-746-7637

LIEN HOLDER #

8:30AM

Date: 31 July 2007
To: Carol Baumann
Fax: 865 - 862 - 0007
Subject: 2007 Cadillac Escalade
Sender: P.O. Kathy Sheppard



YOU SHOULD RECEIVE 6 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU
DO NOT RECEIVE ALL THE PAGES, PLEASE CALL.

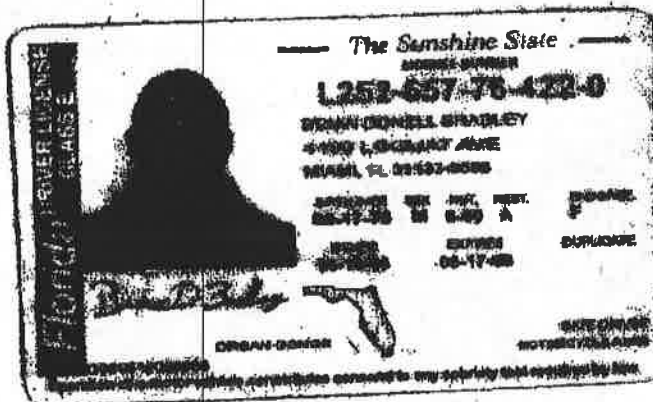
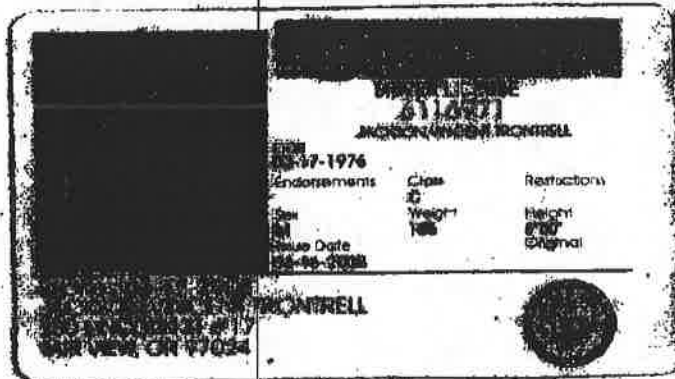
NOTES: Thanks for all of your help.



BT 3:00

1812

RD# HN 477699
EVENT# 07774
RAID# 189-07-2056
THOMPSON #7
TIME 8:55



VEHICLE TOW REPORT

CHICAGO POLICE DEPARTMENT

1. BEAT OF ASSIGNMENT

6280F

2. BEAT OF OCCURRENCE

3100

3. RD. NO.

HN

Hand # 2056

- 477699

4. IMMEDIATE (Check one)

☐ PARKED ON PRIVATE PROPERTY WITHOUT CONSENT OF PROPERTY OWNER/AGENT, VEHICLE OWNER UNKNOWN, AND A COMPLAINT (CPD-11.478) HAS BEEN SIGNED BY THE PROPERTY OWNER/AGENT.

☐ TRAFFIC CRASH - VEHICLES WHICH CANNOT BE DRIVEN SAFELY FROM THE SCENE, ARE OBSTRUCTING THE FLOW OF TRAFFIC, OR CAUSING A HAZARDOUS CONDITION, AND THE OPERATOR IS UNWILLING/UNABLE TO OBTAIN TOW.

☒ ARRESTEE'S PROPERTY - MOTOR VEHICLE CONTROLLED BY ARRESTEE.

☐ HAZARD - MOTOR VEHICLE OBSTRUCTING TRAFFIC FLOW. INDICATE VIOLATION IN NARRATIVE.

☐ HIT & RUN - LEAVING THE SCENE OF A MOTOR VEHICLE ACCIDENT. WHEN VEHICLE CONNECTED WITH AN ADDITIONAL OFFENSE, REQUEST DEC TO NOTIFY INVESTIGATING UNIT.

☐ NO INSURANCE AND ☐ SUSPENDED ☐ REVOKED OR ☐ NO DRIVER'S LICENSE (625 ILCS 6-101) - TOW OF A VEHICLE BELONGING TO AN INDIVIDUAL WHO HAS NO INSURANCE FOR THE VEHICLE AND NO DRIVER'S LICENSE OR WHOSE DRIVER'S LICENSE IS SUSPENDED OR REVOKED.

☐ PUBLIC ADMINISTRATOR'S/MEDICAL EXAMINER'S CASES - MOTOR VEHICLE OF DECEASED PERSON INVOLVED IN AN ESTATE OR MEDICAL EXAMINER'S CASE.

☐ STOLEN - TOW AUTHORIZED BY OWNER/COMPLAINANT. HAZARD OR RECOVERED VEHICLE ILLEGALLY PARKED, OR NEEDED FOR FURTHER INVESTIGATION.

5. IMPOUNDMENT (Check one)

☐ CHILDREN ON THE STREETS AT NIGHT MCC 8-16-020

☐ DUMPING ON REAL ESTATE WITHOUT PERMIT MCC 7-28-440

☐ POSSESSION OF FIREARM IN MOTOR VEHICLE MCC 8-20-015

☐ SOUND DEVICE RESTRICTION MCC 11-4-1115

☐ STREET SOLICITATION FOR PROSTITUTION MCC 8-8-060

☒ UNLAWFUL DRUGS IN MOTOR VEHICLE MCC 7-24-225

☐ UNLICENSED PUBLIC PASSENGER VEHICLE MCC 9-112-555

☐ OTHER MCC VIOLATION (CITE VIOLATION IN NARRATIVE)

☐ OTHER ILCS VIOLATION (CITE VIOLATION IN NARRATIVE)

6. SEIZURE (Check one)

☐ SEIZURE 625 ILCS 5/4-107(1)

☐ SEIZURE 720 ILCS 5/36-1

☒ FORFEITURE 720 ILCS 550/12

☐ FORFEITURE 720 ILCS 570/505

7. OTHER (Check one)

☒ HOLD FOR INVESTIGATION

☐ WANTED VEHICLE

☐ HOLD FOR CONFIDENTIAL VIN CHECK

☐ OTHER VIOLATION (CITE VIOLATION IN NARRATIVE)

8. LOCATION OF VEHICLE

3340 W. FULLMORE

9. MOTOR VEHICLE INVENTORY NO.

POUND

10. YEAR

2007

11. MAKE

CADILLAC

12. MODEL

ESCALADE

13. BODY STYLE

4 DOOR

14. VIN NO.

3GYFK628276272799

15. LICENSE PLATE NO.

816 PNL

STATE

TENN

MO./YR./EXP.

16. CITY LICENSE NO.

NONE ON VEHICLE

EXP./YR.

17. NAME ☐ OWNER ☐ ARRESTEE

TIMELESS ENT INC

18. ADDRESS

INC PO BOX 52152

19. HOME PHONE

() ()

20. BUSINESS PHONE

() ()

21. OWNERSHIP

VERIFIED YES ☒ NO ☐

22. NAME ☐ DRIVER ☐ ARRESTEE

23. ADDRESS

KNOXVILLE TN

24. HOME PHONE

() ()

25. BUSINESS PHONE

() ()

26. I.D. VERIFIED

YES ☐ NO ☐

27. PERSONAL PROPERTY IN VEHICLE

☐ YES ☐ NO

28. PROPERTY INVENTORY NO.

29. PROPERTY INVENTORIED BY - NAME

DESCRIBE IN NARRATIVE

STAR NO.

DISTRICT

DATE/TIME

30. VEHICLE INVENTORY

EXTERIOR	NO	YES	ENGINE COMPARTMENT	NO	YES	UNK	INTERIOR	NO	YES	UNK
DOORS LOCKED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AIR CONDITIONING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AIR BAG DAMAGED (ATTEMPT THEFT)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOOR LOCKS PUNCHED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	COMPRESSOR MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AIR BAG MISSING (THEFT)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EXTERIOR DAMAGED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ALTERNATOR/GENERATOR MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COMPUTER MICRO PROCESSOR CHIP MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GLASS BROKEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BATTERY MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.B. RADIO IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUB CAPS MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CARBURETOR MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.D. PLAYER IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUN ROOF MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ENGINE MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CUSHIONS MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TIRE(S) MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADIATOR MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	GLOVE BOX LOCKED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TIRE(S) SWITCHED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	STARTER MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IGNITION DAMAGED/PULLED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T-TOP MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TRANSMISSION MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	INTERIOR DAMAGED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WHEELS MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER - SPECIFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	KEYS IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SPARE TIRE IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REAR SEAT CUSHIONS PULLED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOOLS IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RADIO MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRUNK LOCKED	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEATS MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRUNK LOCK PUNCHED	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TAPE PLAYER IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER - SPECIFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OTHER - SPECIFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

31. FOLLOW-UP INVESTIGATING UNIT NOTIFIED BY

32. PERSON NOTIFIED

UNIT NOTIFIED

23 JUL 07

DATE/TIME

11

33. OFFICER REQUESTING TOW

T. SHOW

STAR NO.

11064

UNIT/ASSIGN.

189

34. OFFICER REQUESTING TOW

STAR NO.

UNIT/ASSIGN.

35. STREETS AND SANITATION NO.

36. DATE/TIME TOW ORDERED

37. DATE/TIME INVESTIGATION COMPLETED

23 JUL 07 11:30 HOURS

38. TOW DRIVER'S NAME

TRUCK NO.

DATE/TIME

39. SUPERVISOR APPROVING

STAR NO.

990

DATE/TIME

23 JUL 07 11:20

CPD-11.413 (REV. 6/99)

LIST DISCREPANCIES IN THE NARRATIVE ON THE REVERSE SIDE.

ARRESTEE'S VEHICLE CONTAINED A
FEDERAL EXPRESS PARCEL WHICH
CONTAINED 5,267 GRAMS OF CANNABIS.
VEHICLE WAS SEIZED, PRISONER'S
PROPERTY.

I HAVE READ THIS REPORT AND BY MY SIGNATURE
INDICATE THAT IT IS ACCEPTABLE.

SUPERVISOR'S SIGNATURE

STAR NO.

DATE (DAY-MO-YR.)

Cannot Read
Original
inglants
8/14/07
DTG

AMERICAN EXCHANGE

64 NORTH GAY STREET

MEMPHIS, TENNESSEE 38101

404-526-5713 FAX 404-526-5539

Seller's Name

Address

City

State

Zip

Phone

Fax

Business

Personal

Other

Comments

Signature

Date

Notary Public

My Commission Expires

Buyer's Name

Address

City

State

Zip

Phone

Fax

Business

Personal

Other

Comments

Signature

Date

Notary Public

My Commission Expires

Buyer's Signature

Address

City

State

Zip

Phone

Fax

Business

Personal

Other

Comments

Signature

Date

Notary Public

My Commission Expires

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET

KNOXVILLE, TN 37917

(865) 523-5613 FAX (865) 523-5690

SOLD TO

Address

Make of Car

Cash Price of Car

State of Tennessee Sales Tax

Total Cost including Accessories

Deposit

Trade-In Allowance

Trade-In Balance Owed

Additional Cash Payment

RECORD OF CASH TRADE-IN

TOTAL CASH

EXCHANGE

PLUS TIME

PAYMENT CHARGE

TOTAL TIME PAYMENT TOTAL

Payable in

Payments of

And One Payment of

Odometer Reading

Miles

Actual Mileage May 2006

WARRANTY

No statement is made regarding the condition of the car. The car is sold as is, with all faults and defects. The buyer is responsible for the condition of the car. The seller is not responsible for the condition of the car. The car is sold as is, with all faults and defects. The buyer is responsible for the condition of the car. The seller is not responsible for the condition of the car.

Buyer's Signature

Address

Authorized by


Sworn to and subscribed before me this

Notary Public

My Commission Expires



Robert Allen
2/2/06
2/14/06
2/17/06

NO NUMBER		 TENNESSEE DEPARTMENT OF SAFETY APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION		REGISTRATION EXPIRES 5 31 08	
NEW OR CURRENT TITLE NUMBER				INVOICE NO.	
CLASS CODE / ISSUE YEAR 1000/2006		VIN 3GYFK62827G272799			
LICENSE NO. 816PNI		VALIDATION NO. 004481600	MAKE CADI	YEAR 07	MODEL EXT
NEW USED FORMER TITLE NO. N MSO		STATE TN	DATE PURCHASED 05 09 07	LICENSE NO. / CLASS CODE / ISSUE YEAR / TRADE IN /0000/0000	
LAST NAME BAAH		FIRST NAME ALBERT	MIDDLE INITIAL	PREVIOUS STATED TITLED	
LAST NAME		FIRST NAME	MIDDLE INITIAL	AGE	MOBILE HOME
STREET ADDRESS OR R.F.D. 1536 CLIFFSIDE LANE		CITY KNOXVILLE		STATE TN	ZIP CODE 37914
STREET ADDRESS 70579 E-12 FEDERAL CREDIT UNION		CITY PC BOX 2512		STATE TN	ZIP CODE 37631-2512
STREET ADDRESS		CITY		STATE	ZIP CODE
REGISTERED WT. WT. CLASS SEATS		COMPUTER 15		LICENSE FEE 21.50	
PRINCIPAL DRIVING LICENSE NO.		TOTAL SALES OR USE TAX PAID ON VEHICLE EVENT		CREDIT 21.50	
COST OF VEHICLE		COMPUTATION OF <input type="checkbox"/> SALES TAX <input type="checkbox"/> USE TAX		PENALTY	
TRADE-IN ALLOWANCE		Lease or Use Tax (State Rate)		LEASE FEE	
TAXABLE AMOUNT		Lease Sales (Subject to Maximum)		TRANSACTION	
		Subject		TOTAL REGISTRATION	
		Credit Sales or Use Tax Paid in State of		21.50	
		TAX-ID		TITLE FEE 2.00	
I certify the information given is correct and there are no liens against the vehicle except those identified:		Signature of Owner		SALES TAX 26.50	
DATE OF APPLICATION 05 01 07		OWNER PHONE NUMBER		INSURANCE FEE 5.00	
COUNTY CLERK		COUNTY FEE		TOTAL 34.50	
COUNTY CLERK		COUNTY STICKER NO.		TOTAL	

I CERTIFY THAT I AM A RESIDENT OF: BLOUNT COUNTY, 05 44871692

SP-0893 (Rev. 8/03)

3 OWNER

RDA-662



August 3, 2007

Location:

Albert Baah

Oak Ridge

1536 Cliffside Ln
Knoxville, TN 37914

West Knoxville

Campbell County

Blount County

Kingston

North Knoxville

Clinton

Re: 2007 CADILLAC ESCALADE

VIN #:

Loan #: 0000830236 - 01

Balance: \$ 28,372.53

Dear Albert Baah:

This letter is to advise you that on 08/03/2007 the above mentioned vehicle was repossessed by Y-12 Federal Credit Union. You have until 5:30 PM 08/13/2007 to pay off the vehicle in the amount shown, plus any fees associated with this repossession. If not, the vehicle will be sold by private sale sometime after 9:00 AM 08/14/2007.

All proceeds from the sale will be applied to your outstanding debt. If sold for less than the balance, you will be notified of any remaining balance. If sold for more than the balance owed, the proceeds will be returned to you less any amount owed to other secured parties. You may request a detailed accounting of this debt by calling this office.

Sincerely,

Ron Arms
Senior Collector
(865) 482-1043 ext. 303
1-800-482-1043 ext. 303

Senior Collector

By certified mail

Oak Ridge
501 Lafayette Drive
Oak Ridge, Tennessee 37830
865/ 482-1043
Fax:
865/ 482-5488
Cyberspace Branch:
<http://www.y12fcu.org>
E-mail
Netlink@y12fcu.org



0000830236 BAAH,ALBERT Loan 01: 2007 CADILLAC ESCALADE Transaction Summary

04/17/2008

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnly	Fees	New Balance	Description	Prev Available
08/09/2007	L 01	08/09/2007	Check Paym... REPO FEES	30,163.55	-29,817.53	346.02	0.00	0.00		0.00
08/07/2007	L 01	08/07/2007	Advance	1,445.00	1,445.00	0.00	0.00	29,817.53		0.00
07/12/2007	L 01	07/12/2007	Cash Payment	706.01	-570.70	135.31	0.00	28,372.53		0.00
07/12/2007	L 01	07/12/2007	Cash Payment	706.01	0.00	656.01	50.00	28,943.23		0.00
05/10/2007	L 01	05/10/2007	Check 00 461214 Disbursed Check New L...	28,943.23	28,943.23	0.00	0.00	28,943.23		0.00

3GYFK62827G272799

2007

CADI

EXT

4W

85749021

DATE OF FIRST SECURITY INTEREST 05-09-2007
FIRST LIENHOLDER CODE 70579

Y-12 FEDERAL CREDIT UNION

PO BOX 2512

OAK RIDGE

TN 37831 - 2512

FIRST LIEN RELEASED BY

Colinabeth Sims
SIGNATURE8-10-07
RELEASE DATE

EXHIBIT

H

Y-12 FEDERAL CREDIT UNION
PO BOX 2512
OAK RIDGE

TN 37831 - 2512

STATE OF TENNESSEE
DEPARTMENT OF REVENUE

0000001

830236-01

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VEHICLE IDENTIFICATION NUMBER		YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER	
3GYFK62827G272799		2007	CADI	EXT	4W	85749021	
NEW USED DEMO	PREVIOUS TITLE NO	PREV STATE	SALES OR USE TAX		CO	ODOMETER	
X	MSO	TN			05	15	
PREV OTHER TITLE ST:		TN	REMARKS				
DATE TITLE ISSUED		06-05-2007	ACTUAL MILEAGE				
DATE VEHICLE ACQUIRED		05-09-2007					

ALBERT BAAH
1536 CLIFFSIDE LANE
KNOXVILLE TN 37914SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

Colinabeth Sims
SIGNATURE8-10-07
RELEASE DATE

DATE OF FIRST SECURITY INTEREST 05-09-2007

FIRST LIENHOLDER CODE

70579

Y-12 FEDERAL CREDIT UNION

PO BOX 2512

OAK RIDGE

TN 37831 - 2512

4271467

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

CARmax®**Vehicle Purchase Agreement**

This **Vehicle Purchase Agreement** (the "Agreement") is entered into as of 08/15/2007, between the Seller(s) and the Purchaser, CarMax. In this Agreement, the words "we," "us," and "our" mean the Purchaser, and the words "you" and "your" mean the Seller.

Seller's Name ALBERT BAAH Social Security No. _____

Seller's Address 1536 CLIFFSIDE LN. KNOXVILLE TN 37914

Seller's Name _____ Social Security No. _____

Seller's Address _____

Purchaser's Store Name / Location CarMax Auto Superstores, Inc.

Purchaser's Address 11225 PARKSIDE DRIVE KNOXVILLE TN 37934

You propose to sell the following vehicle (the "Vehicle") to Purchaser:

Year 2007 Make CADILLAC Model ESCALADE VIN 3GYFK62827G272799 Mileage 12,251

AGREEMENT TO SELL VEHICLE

By executing this Agreement, you hereby sell, transfer, and convey all rights, title, and interest in and to the Vehicle to us, our successors and assigns, and we hereby accept all such rights, title, and interest in and to the Vehicle. In consideration of the sale of the Vehicle to us and the making of warranties and representations, we hereby agree to pay you \$ 44,750.00 (the "Purchase Offer"), which represents the CarMax Appraised Value as reflected on the CarMax Appraisal.

SEPARATE TRANSACTION

You understand and agree that **THE SALE OF THE VEHICLE TO US IS A FINAL SALE** and is in no way connected to any purchase by you of a vehicle from CarMax. You understand and agree that a subsequent purchase of a vehicle from CarMax is a separate transaction and is distinct from this purchase of the Vehicle by CarMax from you.

TITLE TRANSFER AND LIENHOLDER INFORMATION

You hereby represent and warrant to us that you are the sole legal and record owner of the Vehicle, that no other party has any interest in or to the Vehicle unless disclosed below, and that:

☒ The Vehicle is free from all security interests, liens, charges, and encumbrances ("Liens") and that you have the right to sell the vehicle outright; or

☐ Upon payoff to the following lienholder(s): _____ ("Lienholder") the Vehicle will be free from all Liens.

You represent and warrant that the Lienholder(s) is the only party with Liens against the Vehicle and that \$ 0.00 is the total estimated payoff of the Liens on the Vehicle (the "Estimated Payoff"). You agree that you are liable and responsible for paying the entire amount of the actual payoff owed to any Lienholder, including any fees, penalties, interest or other amounts assessed by the Lienholder ("Actual Payoff"). You and Purchaser further agree that:

☐ You are financing the Estimated Payoff in connection with financing the purchase of another vehicle by you from CarMax; or

☐ You are paying to CarMax an amount equal to the Actual Payoff less the Purchase Offer, in cash or certified funds.

VEHICLE MILEAGE DISCLOSURE

Seller has executed an Odometer Disclosure Statement, which is incorporated herein by reference. You represent and warrant that the odometer of the Vehicle reflects the actual mileage of the Vehicle, unless one of the following statements is checked:

____ Reflects the amount of mileage in excess of its mechanical limits. ____ Is NOT actual mileage, meaning there is an odometer discrepancy.

PLEASE SEE THE REVERSE OF THIS DOCUMENT FOR ADDITIONAL TERMS OF THIS AGREEMENT.

You acknowledge receiving and reading entirely, prior to signing below, a copy of this Agreement, the CarMax Appraisal, and the CarMax Purchase Procedures, all of which are incorporated herein by reference. You acknowledge reviewing and completing the DISCLOSURE OF VEHICLE HISTORY AND CONDITION section on the reverse of this document. By executing this document, you represent that you intend to be bound by this Agreement.

SELLER: [Signature] 08/15/2007
Seller's Signature Date

Seller's Signature Date

PURCHASER: CarMax as Agent
By: [Signature] 08/15/2007
Purchaser's Signature Date

By: Cate Dougherty, agt.
Purchaser's Name (Print)

PFF291
Order # _____
Revision Date 10/06

carmax.com



MIS ID 1500000
Legal - JV

EXHIBIT

tabbles

I



**CARmax**

Dear CarMax Customer:

CarMax has issued you a **bank draft**, a special type of instrument commonly used to purchase motor vehicles. Please note that you cannot simply cash the bank draft. Instead, you must deposit the bank draft in your savings or checking account. Also, your bank will typically place a hold on the bank draft that can last from 3 to 10 banking days. For this reason, you are encouraged to check with your bank for its hold policy and to confirm the availability of funds before attempting to draw on the bank draft.

We appreciate your continued business and look forward to working with you in the future.

Sincerely,

CarMax Business Office

Customer Signature
(Acknowledges Receipt)

Customer Printed Name

Date

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 3GYFK62827G272799 YEAR 2007 MAKE CADI MODEL EXT BODY TYPE 4W TITLE NUMBER 85749021

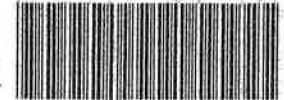
NEW USED DEMO X PREVIOUS TITLE NO MSO PREV STATE TN SALES OR USE TAX CO 05 ODOMETER 15

PREV OTHER TITLE ST: TN
DATE TITLE ISSUED 06-05-2007
DATE VEHICLE ACQUIRED 05-09-2007

REMARKS

ACTUAL MILEAGE

ALBERT BAAH
1536 CLIFFSIDE LANE
KNOXVILLE TN 37914



0702746447

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

Elizabeth S. Sims
SIGNATURE

8-10-07

RELEASE DATE

DATE OF FIRST SECURITY INTEREST 05-09-2007

FIRST LIENHOLDER CODE

70579

Y-12 FEDERAL CREDIT UNION

PO BOX 2512

OAK RIDGE

TN 37831 - 2512

4271467



RVE(31810)

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.



AMERICAN EXCHANGE
526 North Gay St.
Knoxville, TN
37917

Albert Baah
Owner

Phone: 865-523-5643
Fax: 865-523-5690

Attn: John B

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 3GYFK62827G272799 YEAR 2007 MAKE CADI MODEL EXT BODY TYPE 4W TITLE NUMBER 85749021

NEW USED DEMO X PREVIOUS TITLE NO MSO PREV STATE TN SALES OR USE TAX CO 05 ODOMETER 15

PREV OTHER TITLE ST: TN

DATE TITLE ISSUED 06-05-2007

REMARKS

DATE VEHICLE ACQUIRED 05-09-2007

ACTUAL MILEAGE

ALBERT BAAH
1536 CLIFFSIDE LANE
KNOXVILLE TN 37914



0702746447

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

Elizabeth Sims 8-10-07
SIGNATURE RELEASE DATE

DATE OF FIRST SECURITY INTEREST 05-09-2007

FIRST LIENHOLDER CODE 70579

Y-12 FEDERAL CREDIT UNION

PO BOX 2512

OAK RIDGE

TN 37831 - 2512

4271467

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK



AMERICAN EXCHANGE
526 North Gay St.
Knoxville, TN
37917

Albert Baah
Owner

Phone: 865-523-5643
Fax: 865-523-5690

STONE & HINDS, P. C.

ATTORNEYS AT LAW

507 GAY STREET, S. W., SUITE 700
KNOXVILLE, TENNESSEE 37902-1502

HAROLD B. STONE†
GEORGE F. LEGG*
MAURICE W. GERARD†
STEVEN D. LIPSEY
ERIC J. MORRISON

TELEPHONE 865/546-6321
TELEFACSIMILE 865/546-0422

DRose@s-hlaw.com

April 28, 2008

CHADWICK B. TINDELL
JASON E. LEGG
CRAIG P. RAYSOR
MICHAEL A. NOLAN
DOUGLAS L. ROSE
CHARLES D. WALLER

OF COUNSEL:
ANNA F. HINDS

* - ALSO LICENSED IN VIRGINIA
† - ALSO LICENSED IN PENNSYLVANIA & NEW JERSEY
‡ - SUPREME COURT RULE 31 MEDIATOR

Howard G. Hogan, Clerk & Master
Knox County Chancery Court
City-County Building
400 Main Street, Room 125
Knoxville, Tennessee 37902

VIA HAND-DELIVERY

Re: Timeless Entertainment, Inc.
v. Albert Baah, individually and d/b/a American Exchange
Knox County Chancery Court
Case No. 172039-3
Our File No.

Dear Mr. Hogan:

Please find enclosed herewith an Answer and Counterclaim to be filed in the above-styled matter. If you have any questions regarding the enclosure, please do not hesitate to contact me.

Sincerely,

STONE & HINDS, P.C.

by *Doug Rose*

Douglas L. Rose

DLR:ads
Enclosures

cc: Alexis M. Whitaker, Esquire
Mr. Albert Baah

Summary of NOTICES Printed

TIMELESS ENTERTAINMENT INC. VS. ALBERT BAAH

Case No: M-08-172039 Please be advised the above styled case is set for MOTION TO STRIKE (MTS) at 09:30 AM on Monday, 6/23/2008.

MOYERS, MICHAEL W

Name	Address	Trial Notice Date
ROSE, DOUGLAS L	507 GAY STREET, SW, SUITE 700 KNOXVILLE, TN 37902	06/23/2008
WHITAKER, ALEXIS M	PO BOX 2485 KNOXVILLE, TN 37901	06/23/2008

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,)

Plaintiff,)

vs.)

Serve:)

ALBERT BAAH, individually and)
d/b/a AMERICAN EXCHANGE)
526 North Gay Street)
Knoxville, Tennessee 37917,)

Defendant.)

2008 MAY -8 PM 2:46

HUGHES C. HOGAN

Docket No. 172039-3 ✓

MOTION TO STRIKE

Comes the plaintiff, Timeless Entertainment, Inc., by and through counsel, and moves the Court for an order, pursuant to Rule 12.06 of the Tennessee Rules of Civil Procedure, to strike the following provisions from the defendant's Answer and Counter-Claim, which are irrelevant, immaterial, redundant and scandalous:

1. The portion of paragraph 16 of defendant's Answer, which states, "The Defendant admits that in June of 2007 the Vehicle was used by the Plaintiff and/or an agent of the Plaintiff for drug trafficking, and that the vehicle was impounded by the Chicago Police Department."

2. Any and all provisions in defendant's Counter-Claim and any exhibits thereto, which reference drug trafficking.

As grounds for this motion, plaintiff would show that the statements and allegations contained in paragraph 16 of defendant's Answer are an insufficient defense as a matter of law, immaterial to the defense of the action, and impertinent to the issues. Furthermore, paragraph 16 of the defendant's Answer and paragraphs 6, 8, and 10 of defendant's Counter-Claim are not

material to any issue in this case and have been included solely for the improper purpose of prejudicing the trier of fact against plaintiff. Plaintiff stipulated in paragraph 16 of the Complaint that one of plaintiff's employees was arrested while in Chicago and that the Vehicle was impounded for the purpose of explaining how defendant Baah obtained possession of the vehicle. Neither the arrest nor the grounds for the arrest have any bearing on the outcome of this litigation and, as such, the inclusion of the aforementioned portions of defendant's Answer and Counter-Claim relating to drug trafficking are improper and should be stricken.

WHEREFORE, plaintiff prays:

1. That the Court enter an Order striking the aforementioned provisions from defendant's Answer and Counter-Claim;
2. That, pursuant to Rule 12.01 of the Tennessee Rules of Civil Procedure, plaintiff be provided additional time to answer defendant's Counter-Claim and any amendments thereto should the Court deny this Motion to Strike for any reason;
3. That, pursuant to Rule 54.04 of the Tennessee Rules of Civil Procedure, all costs incurred in filing this Motion and seeking the Order to Strike be taxed to the defendant; and
4. For such further relief to which the plaintiff may be entitled.

Respectfully submitted this 7th day of May, 2008.

By:



Alexis M. Whitaker (BPR #025748)

Attorney for Plaintiff

Carpenter, O'Connor & Sterchi, PLLC

Post Office Box 2485

Knoxville, Tennessee 37901-2485


(865) 546-1831

CERTIFICATE OF SERVICE

I hereby certify that the foregoing document has been served upon counsel by mailing a copy of same via U.S. Mail, first class, prepaid as follows:

Douglas L. Rose
507 S. Gay Street, Suite 700
Knoxville, Tennessee 37902

This 7th day of May, 2008.


Alexis M. Whitaker

F:\USERS\Lexi\Reynolds v Baah\Motion to Strike.doc

CARPENTER, O'CONNOR & STERCHI, PLLC

ARCHIE R. CARPENTER
CHARLES F. STERCHI, III
TOBY R. CARPENTER
ALEXIS M. WHITAKER

LAWYERS
10th Floor Regions Bank Building
507 South Gay Street
Knoxville, Tennessee 37902
PHONE: (865) 546-1831

MAILING ADDRESS
P.O. Box 2485
Knoxville, TN 37901
FAX: (865) 546-0432

OF COUNSEL:
J. GREGORY O'CONNOR

Tn. Sup. Ct. Rule 31 Listed Mediator

May 7, 2008

Howard G. Hogan, Clerk
Knox County Chancery Court
400 Main Avenue, Room 125
City County Building
Knoxville, Tennessee 37902

Re: Timeless Entertainment, Inc. v. Albert Baah and d/b/a American Exchange
Knox County Chancery Court No. 172039-3

Dear Mr. Hogan:

Please find enclosed for filing the Motion to Strike in the above-referenced matter.

Thank you for your assistance.

Very truly yours,



Alexis M. Whitaker

AMW:krv

Enclosure

cc: Douglas L. Rose, Esq. (w/enc.)

FAUSERS\Lexi\Reynolds v Baah\Clerk.1.doc

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,

Plaintiff,

vs.

ALBERT BAAH, individually and
d/b/a AMERICAN EXCHANGE

Defendant.

Docket No. 172039-3 ✓

DEFENDANT'S RESPONSE TO PLAINTIFF'S MOTION TO STRIKE

COMES the Defendant, Albert Baah, individually and d/b/a American Exchange, by and through counsel, and submits this Response to Timeless Entertainment, Inc.'s Motion to Strike. For reasons stated more fully below, Defendant respectfully submits that this Court should deny Plaintiff's motion.

BACKGROUND:

In April 2007, Donald Reynolds, president of the Timeless Entertainment, Inc. ("Plaintiff" or "Timeless Entertainment"), approached the Defendant and requested that Defendant sell to Plaintiff a 2007 Cadillac Escalade EXT, Vehicle Identification Number 3GYFK62827G272799 ("Vehicle"). The Vehicle had recently been purchased by Defendant from Airport Cadillac in Alcoa, Tennessee. At the time of the purchase, Defendant had financed a portion of the purchase price via a loan from Y-12 Credit Union ("Y-12"). Timeless Entertainment offered to purchase the Vehicle from Defendant for a total of Sixty Eight Thousand Seventy Five Dollars and Ten Cents (\$68,075.10).

The agreement entered into between Defendant and Plaintiff was an oral agreement. As a result, the terms of the agreement and the subsequent fulfillment of those terms make up much of the dispute in this case. Defendant alleges that the oral agreement entered into between the two parties required that Plaintiff pay the balance of the price of the Vehicle to the Defendant within a few weeks. The bill of sale for the Vehicle contains language stating that both parties agreed that the title of ownership of the Vehicle would not pass to the Plaintiff until the final cash payment had been paid. Defendant further alleges that Plaintiff failed to make the required payments and, as a result, Defendant was unable to pay off the existing lien held by Y-12 and could not pass title to Plaintiff.

Defendant was notified by Y-12 that the Vehicle had been used in drug trafficking in Chicago, Illinois, impounded by law enforcement, and had subsequently been released to Y-12 due to its security interest in the Vehicle. Thereafter, Y-12 required that the loan secured by the lien on the Vehicle be paid off in full or Y-12 would consider the seizure a default under Defendant's loan agreements and Y-12 would sell the Vehicle. Because the Plaintiff had failed to pay the full purchase price of the Vehicle, the Defendant had to leverage his own finances in order to pay off the existing lien held by Y-12. Shortly thereafter, Defendant sold the Vehicle to recoup some of the amount he paid to Y-12 to extinguish the lien.

LEGAL ANALYSIS AND ARGUMENT

The purposes of a motion to strike under *Tenn. R. Civ. P. 12.06* are (1) to eliminate redundant, immaterial, impertinent, or scandalous matter from pleadings, (2) to

object to insufficient defenses, and (3) to enforce Tenn. R. Civ. P. 8.05's requirement that pleadings be simple, concise and direct. Motions to strike are *not* favored in Tennessee because the remedy they offer is drastic and because they are frequently used simply as a dilatory tactic. *Doe v. Pizza*, 2001 Tenn. App. LEXIS 224 (Tenn. Ct. App. Apr. 5, 2001) (a copy of this case is attached to this response).

In Defendant's Answer and Counter Claim, the allegation that the Vehicle was used in a drug offense in Chicago is neither redundant, immaterial, impertinent, nor scandalous. Rather, the fact that the Vehicle was used in a drug offense goes directly to the Defendant's defense that the Vehicle had not been fully paid for by the Plaintiff. Had the Vehicle been paid in full by the Plaintiff, per the agreement, the Defendant would have paid off the Y-12 lien with the proceeds from the sale and passed clear title to the Plaintiff. Because the Plaintiff breached its oral agreement with the Defendant, Y-12 still held a valid security interest in the Vehicle.

Furthermore, the purpose behind the impounding of the Vehicle is essential to understanding why the Defendant was forced to pay off the existing lien and take possession of and sell the Vehicle. Pursuant to Tennessee's forfeiture statutes, a holder of a security interest in a vehicle that is seized in connection with a drug related offense can only recover the vehicle so long as the holder was without knowledge that the vehicle would be used in a criminal drug offense. *See Tenn. Code Ann. §§ 53-11-201; 53-11-451 (2008)*. Consequently, the holder of the security interest in the Vehicle, Y-12 Credit Union, was forced to demand that the Defendant pay off the existing lien and take possession of the Vehicle. Had Y-12 returned the Vehicle knowing that it was used in

the commission of a crime, it would be deemed to have knowledge of the crime and would lose its security interest if the Vehicle was again sued in the commission of a crime and seized by law enforcement. Like all motor vehicle creditors, Y-12 was unwilling to risk losing its security interest and demanded payment in full from Defendant.

Because the Plaintiff had failed to pay the full purchase price of the Vehicle, the Defendant had to leverage his own finances in order to pay off the existing lien held by Y-12. If these defenses and allegations are substantiated during the course of the trial, the Defendant will be entitled to recover from the Plaintiff the losses he suffered in having to sell the Vehicle at a loss in order to pay off the debts incurred to extinguish the lien.

Furthermore, Defendant has raised the affirmative defenses of unclean hands and fraudulent actions and business practices. Whether the Plaintiff used the Vehicle to commit a crime is certainly relevant to these defenses.

CONCLUSION

Because motions to strike are not favored in Tennessee, and because the allegations complained of by Plaintiff in his Motion to Strike are material and pertinent to the determination of liability in this case and are relevant to the defenses asserted by Defendant, the Plaintiff's Motion to Strike should be denied.

Respectfully submitted this 30th day of May, 2008.



Chadwick B. Tindell (BPR #015052)

Douglas L. Rose (BPR #026563)

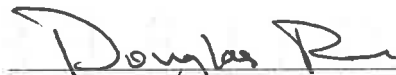
Stone & Hinds, P.C.
507 Gay Street, S.W. Suite 700
Knoxville, Tennessee 37902
(865) 546-6321
Attorneys for Defendant/Counter-Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Response to Plaintiff's Motion to Strike has been served on the following:

Alexis M. Whitaker, Esq.
P.O. Box 2485
Knoxville, Tennessee 37901

this 30th day of May, 2008, via U. S. Mail, facsimile or hand delivery.



Douglas L. Rose, Esquire

1 of 1 DOCUMENT

JOHN DOE ¹, ET AL. v. MAMA TAORI'S PREMIUM PIZZA, LLC, ET AL.

¹ Because of the subject matter of this case, we have given the minor plaintiff and his parents pseudonymous designations.

No. M1998-00992-COA-R9-CV

COURT OF APPEALS OF TENNESSEE, MIDDLE SECTION, AT NASHVILLE

2001 Tenn. App. LEXIS 224

April 5, 2001, Filed

PRIOR HISTORY: [*1] Appeal from the Circuit Court for Sumner County. No. 18268-C. Thomas Goodall, Judge.

DISPOSITION: Judgment of the Circuit Court Affirmed.

COUNSEL: Brian K. Frazier and Emily M. Smachetti, Nashville, Tennessee, for the appellants, John Doe, and his parents, Robert and Jane Doe.

William B. Jakes, III, James F. Sanders, and A. Scott Ross, Nashville, Tennessee, for the appellee, Mama Taori's Premium Pizza, LLC.

JUDGES: WILLIAM C. KOCH, JR., J., delivered the opinion of the court, in which BEN H. CANTRELL, P.J., M.S., and PATRICIA J. COTTRELL, J., joined.

OPINION BY: WILLIAM C. KOCH, JR.

OPINION

This appeal arises out of homosexual conduct in the workplace between an adult employee and a sixteen-year-old, part-time employee. After the adult employee was arrested and charged with statutory rape and contributing to the delinquency of a minor, the minor employee and his parents filed suit in the Circuit Court for Sumner County seeking damages from the adult employee and the owner of the restaurant where the minor employee and the supervisor had worked. The restaurant denied liability and among its affirmative defenses asserted the defense of consent with regard to the minor's claims and [*2] the defense of comparative fault with regard to the claims of the minor's parents. The trial court denied the minor's and his parents' motions to strike

these defenses but granted the minor and his parents permission to apply for an interlocutory appeal. We granted the interlocutory appeal and now hold that the trial court correctly denied the motions to strike the restaurant's defenses.

When the events giving rise to this dispute occurred, John Doe was a high school student living with his parents in Sumner County. ² In 1997, when he was sixteen years old, Mr. Doe began working after school as a part-time "crew member" at Mama Taori's, a pizza restaurant in Hendersonville. Later, in December 1997, Mama Taori's hired 32-year-old Christopher Abson ³ to work at its Hendersonville restaurant as a "crew member." Messrs. Doe and Abson were assigned to work on the same shift at the restaurant.

² In light of the procedural posture of this case, we have gleaned the facts used in this opinion from the parties' pleadings. These allegations are not evidence. Thus, except where there is no dispute, all parties will be required at trial to present competent evidence to prove the factual averments in their respective pleadings.

[*3]

³ When Mr. Abson applied for a job with Mama Taori's, he completed an employment application stating that his name was Christopher Abson and that he had never been convicted of a crime. Mama Taori's offered Mr. Abson a job after he received a favorable reference from a former employer. It was not until late January 1998 that Mama Taori's discovered that Mr. Abson was actually Jonathan Vann Staten and that he had been released from prison in August 1997 where he had been serving sentences stemming from two rape convictions. According to Mr. Doe and his

parents, one of these convictions was for the rape of a child.

In early January 1998, Mr. Doe told his mother that Mr. Abson had made sexually suggestive comments and advances towards him. Ms. Doe passed this information along to her daughter who worked as a secretary for one of Mama Taori's executives. Ms. Doe's daughter informed Mama Taori's personnel manager that Mr. Abson was acting suspiciously toward her brother but, according to Mama Taori's, she did not report any specific acts of sexual misconduct. The management of Mama Taori's did not [*4] pursue the matter because of the information's lack of specificity and because there had been no other complaints about the quality of Mr. Abson's work or his conduct with other co-workers.

In mid-January 1998, Mama Taori's informed Mr. Abson that he was going to be transferred to its restaurant in Goodlettsville and promoted to the position of shift supervisor. After the information regarding Mr. Abson's promotion and transfer became known, Mr. Doe requested a transfer to the Goodlettsville restaurant. When the management of Mama Taori's denied his request, Mr. Doe threatened to quit and then apply for a job at the Goodlettsville restaurant. Mama Taori's management informed Mr. Doe that if he quit his job at the Hendersonville restaurant, he would not be hired at the Goodlettsville restaurant.

On or about Saturday, January 17, 1998, Ms. Doe talked by telephone with Mama Taori's personnel manager about information she had received regarding Mr. Abson's conduct at an after-hours party at the Motel 6 in Hendersonville. She stated that she had heard rumors about Mr. Abson and requested that Mama Taori's check his criminal record and that her son not be transferred to work at the Goodlettsville [*5] restaurant. Ms. Doe's daughter telephoned the Hendersonville Police Department on January 19, 1998, and was informed that Mr. Abson had no criminal record.

Mr. Abson began working at the Goodlettsville restaurant on January 22, 1998. According to Ms. Doe, Mr. Abson called her on January 25, 1998, to deny that he had ever "socialized with [Mr. Doe] . . . or the other boys after work or at any time." On January 26, 1998, Ms. Doe contacted the Hendersonville Police Department to request an investigation into Mr. Abson's background. Later that same day, Mr. Doe told his mother that Mr. Abson had engaged in sexual acts with him in the restaurant's bathroom after giving him a "marijuana cigarette [that] contained a 'knock out drug' that caused [him] . . . to become incapacitated." The police also telephoned Ms. Doe to confirm that they had discovered that Mr. Abson had been previously convicted of rape under the name of Jonathan Vann Staten. On January 28, 1998, Mr.

Doe, acting in concert with the police, engaged Mr. Abson in a recorded telephone conversation during which Mr. Abson confirmed that he had engaged in sexual acts with Mr. Doe. Following the telephone call, the authorities [*6] arrested Mr. Abson, and Mama Taori's fired him.

In April 1998, the Sumner County grand jury indicted Mr. Abson on three counts of statutory rape and three counts of contributing to the delinquency of a minor. Two of the statutory rape counts involved oral sex with Mr. Doe, and two of the contributing to the delinquency of a minor counts involved furnishing alcoholic beverages and marijuana to Mr. Doe. On May 19, 1998, Mr. Doe and his parents filed suit in the Circuit Court for Sumner County seeking \$ 3,000,000 in compensatory and \$ 5,000,000 in punitive damages from Mr. Abson and Mama Taori's. The complaint contained three claims of violations of the Tennessee Human Rights Act, ⁴ five intentional tort claims, ⁵ and five negligence claims. ⁶ On August 3, 1998, Mr. Abson pleaded guilty to three counts of statutory rape and one count of contributing to the delinquency of a minor. Two of the rape convictions and the contributing to the delinquency of a minor conviction involved his conduct with Mr. Doe. ⁷

4 These claims include claims for quid pro quo sexual harassment, hostile work environment, and malicious sexual harassment.

[*7]

5 These claims include battery, assault, false imprisonment, outrageous conduct, and invasion of privacy.

6 These claims include negligent hiring, negligent entrustment, negligent retention, negligent infliction of emotional distress on Mr. Doe, and negligent infliction of emotional distress on Mr. Doe's parents.

7 Mr. Doe and his parents filed a Tenn. R. App. P. 14 motion requesting this court to consider Mr. Abson's August 3, 1998 guilty pleas as post-judgment facts. We hereby grant the motion.

Mama Taori's filed an answer denying liability and asserting that Mr. Doe had contributed to his injuries by consenting to the sexual acts with Mr. Abson. The restaurant also asserted that Mr. Doe's parents were comparatively at fault. In response, Mr. Doe and his parents filed Tenn. R. Civ. P. 12.06 motions to strike Mama Taori's defenses based on Mr. Doe's consent and their contributory fault. The trial court denied the motions to strike but granted Mr. Doe and his parents permission to pursue an interlocutory appeal pursuant to Tenn. R. App. P. 9. We granted the application for permission [*8] to appeal.

I.

APPELLATE REVIEW OF RULINGS ON TENN. R. CIV. P. 12.06 MOTIONS

The purposes of a motion to strike under Tenn. R. Civ. P. 12.06 are (1) to eliminate redundant, immaterial, impertinent, or scandalous matter from pleadings, (2) to object to insufficient defenses, and (3) to enforce Tenn. R. Civ. P. 8.05's requirement that pleadings be simple, concise and direct. 5A Charles A. Wright & Arthur R. Miller, *Federal Practice and Procedure* § 1380 (2d ed. 1990) ("*Federal Practice and Procedure*").⁸ When used for their intended purpose, these motions help the parties and the courts avoid the time and money wasted litigating spurious issues by dispensing with these issues prior to trial. *Sidney-Vinstein v. A.H. Robins Co.*, 697 F.2d 880, 885 (9th Cir. 1983); *United States v. Smuggler-Durant Mining Corp.*, 823 F. Supp. 873, 875 (D. Colo. 1993); *Cameron v. Graphic Mgmt. Assocs., Inc.*, 817 F. Supp. 19, 22 (E.D. Penn. 1992). Despite [*9] their salutary purpose, motions to strike are not favored because the remedy they offer is drastic and because they are frequently used simply as a dilatory tactic. *Stabilisierungsfonds Fur Wein v. Kaiser Stuhl Wine Distribs., Pty., Ltd.*, 207 U.S. App. D.C. 375, 647 F.2d 200, 201 (D.C. Cir. 1981); *Morell v. United States*, 185 F.R.D. 116, 117 (D.P.R. 1999); 5A *Federal Practice and Procedure* § 1381, at 672; 2A James W. Moore, *Moore's Federal Practice* P 12.21[2] (2d ed. 1995) ("*Moore's Federal Practice*").

8 Tennessee has few precedents regarding the operation of Tenn. R. Civ. P. 12.06. The rule is, however, identical to *Fed. R. Civ. P. 12(f)*. Accordingly, decisions of the federal courts construing their analogous rule can provide us helpful guidance in interpreting our own rule. *Byrd v. Hall*, 847 S.W.2d 208, 211 n.2 (Tenn. 1993); *Continental Cas. Co. v. Smith*, 720 S.W.2d 48, 49 (Tenn. 1986); *Pacific Eastern Corp. v. Gulf Life Holding Co.*, 902 S.W.2d 946, 952 n.7 (Tenn. Ct. App. 1995).

[*10] A Tenn. R. Civ. P. 12.06 motion may be used to test the "legal sufficiency" of an affirmative defense. *Usrey v. Lewis*, 553 S.W.2d 612, 614 (Tenn. Ct. App. 1977). To succeed with a Tenn. R. Civ. P. 12.06 motion, the moving party must show both that the challenged claim or defense does not involve a question of fact or law on which the non-moving party can succeed and that failure to strike the challenged claim or defense will be prejudicial to the moving party. *SEC v. McCaskey*, 56 F. Supp. 2d 323, 326 (S.D.N.Y. 1999); *Abrams v. Lightolier, Inc.*, 702 F. Supp. 509, 511 (D.N.J. 1988); 5A *Federal Practice and Procedure* § 1380. Prejudice for the pur-

pose of a Tenn. R. Civ. P. 12.06 motion arises when the challenged claim or defense has the effect of confusing the issues or is so lengthy and complex that it places an undue burden on the moving party. *Hoffman-Dombrowski v. Arlington Int'l Racecourse, Inc.*, 11 F. Supp. 2d 1006, 1009-10 (N.D. Ill. 1998).

[*11] Whether a particular defense is insufficient for the purposes of a Tenn. R. Civ. P. 12.06 motion depends on the nature of the claim. 5A *Federal Practice and Procedure* § 1381. An affirmative defense is insufficient if, as a matter of law, the defense cannot succeed under any circumstance or if it bears no possible relationship to the matters in controversy. *Brown & Williamson Tobacco Corp. v. United States*, 201 F.2d 819, 822 (6th Cir. 1953); *FSLIC v. Burdette*, 696 F. Supp. 1183, 1186 (E.D. Tenn. 1988). A motion to strike a defense should not be granted if there is any doubt that the challenged claim or defense might raise an issue of fact or law, *Nwakpuda v. Falley's, Inc.*, 14 F. Supp. 2d 1213, 1215 (D. Kan. 1998); *Sunshine Cellular v. Vanguard Cellular Sys., Inc.*, 810 F. Supp. 486, 499-500 (S.D.N.Y. 1992); 2A *Moore's Federal Practice* P 12:21[2], or if the insufficiency of the defense is not readily apparent. 5A *Federal Practice and Procedure* § 1381, at 678.

Trial courts have considerable discretion with [*12] regard to granting Tenn. R. Civ. P. 12.06 motions. *Stanbury Law Firm v. IRS*, 221 F.3d 1059, 1063 (8th Cir. 2000); *Alvarado-Morales v. Digital Equip. Corp.*, 843 F.2d 613, 618 (1st Cir. 1988); *Krisa v. Equitable Life Assurance Soc'y*, 109 F. Supp. 2d 316, 319 (M.D. Penn. 2000). Accordingly, appellate courts review decisions regarding Tenn. R. Civ. P. 12.06 motions using the deferential "abuse of discretion" standard of review.

The "abuse of discretion" standard implicitly recognizes the existence of a range of permissible alternatives. It is intended to be a review-constraining concept implying less intense appellate review and, therefore, less likelihood of reversal. *State ex rel. Jones v. Looper*, S.W.3d , , 2000 Tenn. App. LEXIS 233 (Tenn. Ct. App. 2000);⁹ *White v. Vanderbilt Univ.*, 21 S.W.3d 215, 222-23 (Tenn. Ct. App. 1999). Discretionary decisions must take the applicable law and the relevant facts into account. *Ballard v. Herzke*, 924 S.W.2d 652, 661 (Tenn. 1996). [*13] Accordingly, an appellate court reviews a discretionary decision to determine (1) whether it has a sufficient evidentiary foundation and (2) whether the court correctly identified and properly applied the appropriate legal principles. *State ex rel. Vaughn v. Kaatrude*, 21 S.W.3d 244, 248 (Tenn. Ct. App. 2000). We will set aside a discretionary decision only when it is based on an erroneous application of a controlling legal principle or on a clearly erroneous assessment of the evidence. *Overstreet v. Shoney's Inc.*, 4 S.W.3d 694, 709 (Tenn. Ct. App. 1999).

9 *State ex rel. Jones v. Looper*, 2000 Tenn. App. LEXIS 233, No. M1999-00662-COA-R3-CV, 2000 WL 354404, at *3 (Tenn. Ct. App. Apr. 7, 2000), *perm. app. denied* (Tenn. Oct. 30, 2000).

II.

MAMA TAORI'S DEFENSE BASED ON MR. DOE'S CONSENT

Mr. Doe and his parents assert that the trial court erred by denying their motion to strike Mama Taori's defense premised on its claim that [*14] Mr. Doe consented to Mr. Abson's sexual contact. They assert that this defense should not be available to Mama Taori's as a matter of law because consent should not be a defense to a civil action for damages when it cannot be a defense to a criminal charge of statutory rape under *Tenn. Code Ann. § 39-13-506* (1997). We disagree because the issue of consent is material and relevant to the issue of damages in civil proceedings where monetary damages are sought.

A.

Our analysis begins with the classification of Mr. Abson's conduct upon which Mr. Doe's and his parents' damage claims are based. For the purpose of this civil proceeding, Mr. Abson's sexual contact with Mr. Doe constitutes the intentional tort of battery. A battery is an intentional act that causes an unpermitted, harmful or offensive bodily contact. *Cary v. Arrowsmith*, 777 S.W.2d 8, 21 (Tenn. Ct. App. 1989); *Restatement (Second) of Torts § 18(1)* (1965); 7 Stuart M. Speiser, et al., *The American Law of Torts § 26:12* (1990) ("Speiser"). Offensive contact is contact that [*15] infringes on a reasonable sense of personal dignity ordinarily respected in a civilized society. *Restatement (Second) of Torts § 19* (1965); 1 Fowler W. Harper, et al., *The Law of Torts § 3.2* (3d ed. 1996) ("Harper"); 1 Dan B. Dobbs, *The Law of Torts § 28*, at 52-53 (2001) ("Dobbs").

One of the fundamental principles of the common law is *volenti non fit injuria* - one who consents to what is done cannot complain of it, *Perez v. McConkey*, 872 S.W.2d 897, 900 (Tenn. 1994); William H. Inman, *Gibson's Suits in Chancery § 40*, at 44 (7th ed. 1988). Those who, with full knowledge, assent to an invasion of their personal interests may not complain. 1 *Harper § 3.10*. Thus, there can be no battery if the contact or touching was consented to. *Kline v. Jordan*, 685 S.W.2d 295, 296 (Tenn. Ct. App. 1984); *Restatement (Second) of Torts, § 892A* (1979); W. Page Keeton, *Prosser and Keeton on the Law of Torts, § 18*, at 112 (5th Ed. 1984) ("Prosser and Keeton"). However, consent will not negate an intentional tort in every circumstance. [*16] Consent will not

be effective to avoid liability if (1) the person giving consent lacked the necessary capacity, (2) the consent was coerced, (3) the person giving the consent was mistaken about the nature and quality of the act, or (4) the nature of the act was such that no person could consent to it. *Church v. Perales*, 39 S.W.3d 149, (Tenn. Ct. App. 2000); *Restatement (Second) of Torts §§ 892A(2) & 892B*; *Prosser and Keeton, § 18*, at 114; 1 *Harper*, at § 3.10.

Incapacity to give consent may arise from age, intoxication, or mental incompetence. *Cardwell v. Bechtol*, 724 S.W.2d 739, 746 (Tenn. 1987) (age); *State v. Johnson*, 661 S.W.2d 854, 859 (Tenn. 1983) (intoxication); *Knight v. Lancaster*, 988 S.W.2d 172, 180 (Tenn. Ct. App. 1998) (mental competency); *Restatement (Second) of Torts § 892A*; *Prosser and Keeton, § 18*, at 114; 1 *Dobbs, § 98*, at 224; 1 *Speiser, § 5:7*, at 798-99. This case involves incapacity to give consent based on age. Mr. Doe and his parents are asserting that Mr. [*17] Doe lacked the capacity to consent to Mr. Abson's sexual contact, as a matter of law, because he was under the age of eighteen.

B.

Both the Tennessee Supreme Court and the Tennessee General Assembly have declined to adopt a per se rule that all persons under the age of eighteen lack the capacity to consent. Approximately fifteen years ago, the court held that "mature minors" could effectively consent to medical treatment without their parents' approval. *Cardwell v. Bechtol*, 724 S.W.2d at 745. The court recognized that "minors achieve varying degrees of maturity and responsibility (capacity)" and that "conditions in society have changed to the extent that maturity is now reached at earlier stages of growth than at the time the common law recognized the age of majority at 21 years." *Cardwell v. Bechtol*, 724 S.W.2d at 744-45; see also *Wells v. McNutt*, 136 Tenn. 274, 277, 189 S.W. 365, 365-66 (1916).

Based on its recognition that children mature at different rates, the court declined to adopt a per se rule regarding the competency [*18] or capacity of minors.¹⁰ Instead, the court determined that a minor's competency or capacity depends on his or her age, ability, experience, education, training, degree of maturity or judgment, as well as upon the minor's conduct and demeanor at the time of the incident. *Cardwell v. Bechtol*, 724 S.W.2d at 748. The court also dictated that the traditional "Rule of Sevens"¹¹ should be used as the yardstick for determining whether a minor is sufficiently competent to give consent. *Cardwell v. Bechtol*, 724 S.W.2d at 748. The rule, as currently formulated by the court, is:

10 *Cardwell v. Bechtol*, 724 S.W.2d at 746 (quoting Dean Prosser's observation in *Prosser and Keeton*, § 18, at 115 that "[a] minor acquires capacity to consent to different kinds of invasions and conduct at different stages in his [or her] development. Capacity exists when the minor has the ability of an average person to understand and weigh the risks and benefits."

[*19]

11 Up to the time of the *Cardwell v. Bechtol* decision, the Rule of Sevens had been used chiefly to determine whether a minor was capable of committing a crime or capable of being negligent. *Wells v. McNutt*, 136 Tenn. at 276, 198 S.W. at 365; *Bailey v. Williams*, 48 Tenn. App. 320, 324, 346 S.W.2d 285, 287 (1960); *West v. Southern Ry. Co.*, 20 Tenn. App. 491, 497-98, 100 S.W.2d 1004, 1008 (1936).

under the age of seven, no capacity; between seven and fourteen, a rebuttable presumption of no capacity; between fourteen and twenty-one, a rebuttable presumption of capacity.

Cardwell v. Bechtol, 724 S.W.2d at 745. Of course, the Rule of Sevens has been modified by the General Assembly's enactment of the Legal Responsibility Act of 1971¹² which lowered Tennessee's age of majority from twenty-one to eighteen years of age. Thus, for present purposes, persons over the age of eighteen, being adults, are fully capable of giving [*20] consent. For persons between the ages of fourteen and eighteen, there is a rebuttable presumption that they are capable of giving consent.

12 Act of May 4, 1971, ch. 162, 1971 Tenn. Pub. Acts 364.

Following the *Cardwell v. Bechtol* decision, this court has consistently used the Rule of Sevens to determine whether a minor had the capacity to obtain or consent to medical treatment. We have determined that minors had the capacity to consent to an abortion, *McGlothlin v. Bristol Obstetrics, Gynecology & Family Planning, Inc.*, 1998 Tenn. App. LEXIS 104, No. 03 A01-9706-CV-00236, 1998 WL 65459, at *5 (Tenn. Ct. App. Feb. 11, 1998) (No Tenn. R. App. P. 11 application filed); *Roddy v. Volunteer Med. Clinic*, 926 S.W.2d 572, 576 (Tenn. Ct. App. 1996), and that a minor had the capacity to obtain birth control information and supplies without her parent's consent. *Decker v. Carroll Acad.*, 1999 Tenn. App. LEXIS 336, No. 02 A01-9709-CV-00242, 1999 WL 332705, [*21] at *14 (Tenn. Ct. App. May 26, 1999) (No Tenn. R. App. P. 11 application filed).

Similarly, the General Assembly has enacted many statutes reflecting its understanding that children mature at different rates and that they may have the same capacity as adults with regard to certain activities and decisions before they are eighteen years old. For example, children may engage in certain adult activities before they become eighteen. They may begin working part-time when they are fourteen [Tenn. Code Ann. § 50-5-104 (1999)]; they may obtain a driver's license at sixteen [Tenn. Code Ann. § 55-50-311 (Supp. 2000)]; they may lease a safety deposit box [Tenn. Code Ann. § 45-2-904 (2000)]; and they may marry if they are sixteen years old (or at a younger age if approved by a court) [Tenn. Code Ann. §§ 36-3-105, -107 (1996)]. They may also make decisions regarding their healthcare such as executing a durable power of attorney for healthcare [Tenn. Code Ann. § 34-6-216 (1996)], consent to sterilization if they are married [Tenn. Code Ann. § 68-34-108 [*22] (1996)], and consent to medical treatment for drug abuse [Tenn. Code Ann. § 63-6-220 (1997)].

The General Assembly has also decided that minors have the capacity to make decisions regarding sexual conduct and its effects. For example, they may consent to sexual conduct if they are over thirteen years old and if their partner is no more than four years older than they are [Tenn. Code Ann. § 39-13-506]; they may obtain contraceptive advice and supplies [Tenn. Code Ann. § 68-34-107 (1996)]; they may consent to prenatal care [Tenn. Code Ann. § 63-6-223 (1997)]; they may seek judicial consent for an abortion [Tenn. Code Ann. § 37-10-303(b) (1996)]; and they may surrender a child for adoption [Tenn. Code Ann. § 36-1-110(a) (1996)].

The General Assembly has determined that minors are incompetent with regard to relatively few activities. For example, minors cannot possess alcoholic beverages or beer [Tenn. Code Ann. §§ 57-3-412(a)(3)(A) [*23], -4-203(b)(2), -5-301(d)(1)(A) (Supp. 2000)] or tobacco products [Tenn. Code Ann. § 39-17-1505(a) (1997)]. They cannot obtain handgun permits [Tenn. Code Ann. § 39-17-1351(b) (Supp. 2000)], and they cannot consent to "female genital mutilation" [Tenn. Code Ann. § 39-13-110(a) (1997)].

Based on our review of these statutes and judicial decisions, we have determined that the mature minor rule and the Rule of Sevens adopted by the Tennessee Supreme Court in *Cardwell v. Bechtol* presumptively governs issues in civil cases involving the capacity of minors to consent. Therefore, when an issue regarding the capacity or competency of a minor to consent arises in a civil case, the trier of fact must look to the totality of the circumstances, including the minor's age, ability, experience, education, training, degree of maturity and judgment, and the minor's conduct and demeanor to ascertain whether the minor was able to fully understand and ap-

preciate the risks and probable consequences of the conduct. [*24] Following the Rule of Sevens, children under the age of seven lack capacity. Children between the ages of seven and fourteen are presumed to lack capacity, but the presumption can be rebutted. Finally, children between the ages of fifteen and eighteen are presumed to have capacity, but the presumption may also be rebutted.

C.

Mr. Doe and his parents argue that the mature minor rule and the Rule of Sevens are inapplicable to all of their civil damage claims because Mr. Doe's consent is irrelevant as a matter of law. They assert that Mr. Doe's consent should not be a defense in this proceeding because it was not a defense in Mr. Abson's criminal prosecution and because of the policy in *Restatement (Second) of Torts* § 892C(2) (1979). This argument places unwarranted emphasis on the criminal statutory rape statute and blurs the substantive differences between criminal and civil proceedings.

The argument being made by Mr. Doe and his parents in this case to prevent the trier-of-fact from considering the issue of consent, if followed to its logical conclusion, would permit any victim of statutory rape to recover civil damages notwithstanding the circumstances. While several jurisdictions [*25] have adopted this per se civil liability rule,¹³ others have not. The courts that have declined to adopt this per se liability rule have recognized (1) that the statutory rape laws do not explicitly create a private right of action for damages, *Beul v. ASSE Int'l, Inc.*, 233 F.3d 441, 450-51 (7th Cir. 2000); *McNamee v. A.J.W.*, 238 Ga. App. 534, 519 S.E.2d 298, 302 (Ga. Ct. App. 1999); (2) that criminal and civil proceedings have different purposes, *Cynthia M. v. Rodney E.*, 228 Cal. App. 3d 1040, 279 Cal. Rptr. 94, 97 (Ct. App. 1991); and (3) that it is fundamentally unfair to permit a civil litigant to obtain money damages while preventing the trier-of-fact from considering relevant evidence regarding damages and credibility. *LK v. Reed*, 631 So. 2d 604, 607 (La. Ct. App. 1994); *Doe v. Orangeburg County Sch. Dist. No. 2*, 335 S.C. 556, 518 S.E.2d 259, 261 (S.C. 1999). Accordingly, other jurisdictions have concluded that the plaintiff's consent is relevant in civil proceedings and that the defendant may introduce evidence and cross-examine the plaintiff regarding this issue. *Beul v. ASSE Int'l, Inc.*, 233 F.3d at 450-51; [*26] *Cynthia M. v. Rodney E.*, 279 Cal. Rptr. at 97; *McNamee v. A.J.W.*, 519 S.E.2d at 303; *LK v. Reed*, 631 So. 2d at 607; *Doe v. Orangeburg County Sch. Dist. No. 2*, 518 S.E.2d at 261; *Parsons v. Parker*, 160 Va. 810, 170 S.E. 1, 2-3 (Va. 1933); *Michelle T. v. Crozier*, 173 Wis. 2d 681, 495 N.W.2d 327, 329, 335 n.15 (Wis. 1993).

13 *Angie M. v. Hiemstra*, 37 Cal. App. 4th 1217, 44 Cal. Rptr. 2d 197, 202 (Ct. App. 1995); *Bohrer v. DeHart*, 943 P.2d 1220, 1227 (Colo. Ct. App. 1996); *Pettit v. Erie Ins. Exch.*, 117 Md. App. 212, 699 A.2d 550, 557 (Md. Ct. Spec. App. 1997); *Wilson v. Tobiasen*, 97 Ore. App. 527, 777 P.2d 1379, 1384 (Or. Ct. App. 1989); *Robinson v. Moore*, 408 S.W.2d 582, 583 (Tex. Civ. App. 1966).

The *Restatement (Second) of Torts* § 892C(2) provides that the [*27] plaintiff's consent to an illegal act should "not [be] effective as a bar" to a civil action for damages if the conduct involved has been criminalized to protect persons like the plaintiff from harm irrespective of their consent.¹⁴ As we construe this provision, it eliminates consent as a complete defense to a civil action for damages. It does not, however, prevent the trier-of-fact from considering evidence of consent when it is allocating fault or determining the existence and extent of the plaintiff's damages.

14 *Restatement (Second) of Torts* § 892C(2) states: "If conduct is made criminal in order to protect a certain class of persons irrespective of their consent, the consent of members of that class to the conduct is not effective to bar a tort action."

Deterrence and punishment for illegal acts should be left [*28] to the criminal law. The public's interests are sufficiently protected by the imposition of criminal sanctions. *Zysk v. Zysk*, 404 S.E.2d 721, 722 (Va. 1990). Thus, civil actions for damages should be left to proceed under ordinary tort law principles. Consistent with the doctrine of comparative fault, one of these principles is that a mature minor's conduct, like an adult's conduct, is relevant with regard to fault and damages.

The Tennessee Supreme Court reached this precise conclusion in a civil damage action involving an intoxicated 17-year-old driver who was seriously injured after leaving a restaurant where she had been illegally served alcoholic beverages. The General Assembly outlawed serving alcoholic beverages to minors because it recognized that minors lacked the maturity to use alcohol responsibly. *Brookins v. The Round Table, Inc.*, 624 S.W.2d 547, 550 (Tenn. 1981). Notwithstanding the fact that the minor plaintiff had sought and consented to be served alcoholic beverages in violation of the law, the court held that the minor's civil action for damages against the restaurant should be tried using comparative fault principles. *Cook v. Spinnaker's of Rivergate, Inc.*, 878 S.W.2d 934, 939 (Tenn. 1994). [*29]¹⁵

15 The court based its decision, at least in part, on an earlier opinion holding that the trier-of-fact

should be permitted to determine whether a minor who consented to ride as a passenger in an automobile being driven by an intoxicated teenager was contributorily negligent. *Brookins v. The Round Table, Inc.*, 624 S.W.2d at 550. In both *Brookins* and *Cook*, the court concluded that the trier-of-fact could consider the minor's conduct or consent even though the defendant had violated a criminal statute intended to protect minors from their own immaturity and inexperience. As we see it, these more recent decisions signal the court's implicit departure from older cases holding that the trier-of-fact could not consider the conduct or consent of a minor employee who was injured while performing work that violated the child labor laws. *Schilly v. Baker*, 184 Tenn. 654, 662, 202 S.W.2d 348, 351 (1947); *Smith v. Uffelman*, 509 S.W.2d 229, 233 (Tenn. Ct. App. 1973). If these cases were tried today, they would be tried using the principles of comparative fault.

[*30] D.

We have determined that the mature minor rule and the Rule of Sevens applies to this case. Accordingly, Mr. Doe, being sixteen years of age at the time the challenged conduct occurred, is presumed to have the capacity to consent to Mr. Abson's sexual contacts. Mama Taori's may, therefore, assert defenses to Mr. Doe's and his parents' various damage claims based on Mr. Doe's purported consent to Mr. Abson's acts, and Mr. Doe and his parents may offer evidence to rebut the effectiveness of his consent based on his age, inexperience, or other factors.¹⁶ Accordingly, the trial court exercised its discretion appropriately when it declined to grant the Tenn. R. Civ. P. 12.06 motion to strike Mama Taori's defense alleging that Mr. Doe had consented to Mr. Abson's sexual contact. Mr. Doe and his parents have not demonstrated that this defense cannot succeed under any circumstance or that it bears no possible relationship to the matters in controversy. They have likewise failed to demonstrate that permitting Mama Taori's to assert this defense will confuse the issues or unduly burden them.

16 Mr. Doe's complaint contains factual allegations aimed at countering a defense based on consent. He alleges that he was rendered intoxicated and helpless by the marijuana cigarettes containing a knock-out drug supplied by Mr. Abson.

[*31] III.

COMPARING THE FAULT OF MR. DOE'S PARENTS

Mr. Doe's parents also take issue with the trial court's denial of their motion to strike Mama Taori's *Tenn. Code Ann. § 20-1-119* (1994) defense attributing fault to them as non-parties. They assert that permitting Mama Taori's to assert this defense improperly imputes any potential negligence on their part to Mr. Doe. We have determined that the trial court's decision not to strike this defense at this stage of the proceeding is entirely consistent with one of the central tenets of the Tennessee Supreme Court's comparative fault scheme - that defendants should not be liable for more than their proportionate share of fault.

During most of the last century, two related common-law principles shaped our consideration of the liability of parents for injuries to their children caused by the parents' own negligence. The first principle, initially recognized in 1903,¹⁷ was that parents are absolutely immune from negligence actions brought by their own children. *Barranco v. Jackson*, 690 S.W.2d 221, 222 (Tenn. 1985). [*32] This parental immunity rule applied only to unemancipated children. *Campbell v. Gruttemeyer*, 222 Tenn. 133, 137, 432 S.W.2d 894, 895 (1968); *Turner v. Carter*, 169 Tenn. 553, 555, 89 S.W.2d 751, 751 (1936). Consistent with its disinclination to grant immunity from liability for negligence,¹⁸ the Tennessee Supreme Court has now significantly limited parental immunity to conduct that constitutes the exercise of parental authority, the performance of parental supervision, and the provision of parental care and custody. *Broadwell v. Holmes*, 871 S.W.2d 471, 476-77 (Tenn. 1994).

17 *McKelvey v. McKelvey*, 111 Tenn. 388, 390-91, 77 S.W. 664, 664 (1903).

18 *Fain v. O'Connell*, 909 S.W.2d 790, 794 (Tenn. 1995).

The second principle is that [*33] the negligence of a parent cannot be imputed to an infant who is incapable of being negligent. *Whirley v. Whiteman*, 38 Tenn. (1 Head) 610, 620 (1858). However, this principle, commonly referred to as imputed contributory negligence, does not apply when a parent is seeking damages in his or her own right, *Bamberger v. Citizens' St. Ry. Co.*, 95 Tenn. 18, 37, 31 S.W. 163, 168 (1895), or when the parent is the sole beneficiary of the deceased child's estate. *Smith v. Henson*, 214 Tenn. 541, 547, 381 S.W.2d 892, 895 (1964). Whether the principle of imputed contributory negligence has survived the Tennessee Supreme Court's adoption of comparative fault in *McIntyre v. Balentine*, 833 S.W.2d 52 (Tenn. 1992), is open to question in light of *Herbert v. Brazeale*, 902 S.W.2d 933 (Tenn. Ct. App. 1995). The *Herbert* case involved two children who were injured while riding as passengers in their mother's automobile when it was struck by a tractor trailer truck. This court affirmed the trial court's decision

to replace an imputed contributory negligence instruction with a comparative fault instruction directing [*34] the jury to compare the fault of the truck driver and the injured children's mother. The court based its decision on the principle that "a defendant may be held liable only for his or her proportionate share of a judgment and that the jury must assess the percentage of negligence of all parties potentially responsible for the injuries or damages involved." *Herbert v. Brazeale*, 902 S.W.2d at 941.

In light of the current procedural posture of this case, there are three reasons why the principle of parental immunity did not require the trial court to strike Mama Taori's defense seeking to compare its fault with that of Mr. Doe's parents. First, parental immunity does not apply when a minor is emancipated. Emancipation is a question of fact. *Glover v. Glover*, 44 Tenn. App. 712, 727, 319 S.W.2d 238, 244 (1958). Should Mama Taori's substantiate its claim that Mr. Doe was emancipated when the sexual contact with Mr. Abson occurred, then the principle of parental immunity [*35] will be irrelevant in these proceedings. Second, even if Mama Taori's cannot substantiate its claim that Mr. Doe was emancipated, the doctrine of parental immunity will not prevent comparing Mama Taori's fault and Mr. Doe's parents' fault with regard to the parents' own damage claims. *Bamberger v. Citizens' St. Ry. Co.*, 95 Tenn. at 37; 31 S.W. at 168. Third, even if the principle of parental immunity applies with regard to Mr. Doe's own damage claims, parental immunity will not prevent comparing the fault of Mama Taori's and Mr. Doe's parents because the Tennessee Supreme Court has now explicitly held that, except for worker's compensation cases, "fairness to the parties" requires that fault be attributed to immune parties because the close fit between fault and liability will be lost "when some participants to an act of negligence are excluded from the apportionment of fault." *Dotson v. Blake*, 29 S.W.3d 26, 28 (Tenn. 2000); *Carroll v. Whitney*, 29 S.W.3d 14, 20 (Tenn. 2000). [*36]

Similarly, the doctrine of imputed contributory negligence did not require the trial court to strike Mama Taori's comparative fault defense. This doctrine has been subsumed into the comparative fault scheme mandated by the *McIntyre v. Balentine* decision. *Herbert v. Brazeale*, 902 S.W.2d at 941. It is never error for the trier-of-fact to be fully informed regarding the relevant and competent facts giving rise to a claim for damages. *Carroll v. Whitney*, 29 S.W.3d at 18. Thus, if Mama Taori's can marshal evidence to prove that Mr. Doe's parents did not act appropriately to protect their child from sexual abuse at the hands of Mr. Abson, the jury should be entitled to hear it and to weigh it against the other evidence presented both in support of and in opposition to Mr. Doe's and his parents' damage claims.

IV.

MAMA TAORI'S WORKERS' COMPENSATION EXCLUSIVITY DEFENSE

Mama Taori's has presented two other arguments countering Mr. Doe's and his parents' assertions that the trial court erred by denying their motion to strike certain of Mama [*37] Taori's defenses. It argues that even if the trial court's denial of the motion to strike was error, the error was harmless because Mr. Doe's claims are barred by the workers' compensation exclusive remedy provision in *Tenn. Code Ann. § 50-6-108(a)* (1999) and because it cannot be liable vicariously for Mr. Abson's conduct since he was not acting within the scope of his employment.

The scope of the issues raised on Tenn. R. App. P. 9 and 10 appeals differs from the scope of the issues that can be raised on appeals as of right under Tenn. R. App. P. 3. Subject to the limitations in Tenn. R. App. P. 3(e) and 13(b), both the appellant and the appellee have broad latitude with regard to the issues they can raise on a direct appeal. The same is not the case for interlocutory appeals under Tenn. R. App. P. 9 or extraordinary appeals under Tenn. R. App. P. 10. *Heatherly v. Merrimack Mut. Fire Ins. Co.*, 43 S.W.3d 911, 2000 WL 1701984, at *2 (Tenn. Ct. App. Nov. 15, 2000), *perm. app. filed* (Tenn. Jan. 16, 2001).

[*38] For interlocutory appeals, the only issues that may be raised are those certified in the trial court's order granting permission to seek an interlocutory appeal and in the appellate court's order granting the interlocutory appeal. *Tennessee Dep't of Mental Health & Mental Retardation v. Hughes*, 531 S.W.2d 299, 300 (Tenn. 1975); *Pass v. Shelby Aviation, Inc.*, 2000 Tenn. App. LEXIS 247, No. W1999-00018-COA-R9-CV, 2000 WL 388775, at *6 (Tenn. Ct. App. Apr. 13, 2000) (No Tenn. R. App. P. 11 application filed); *Kent v. Edwards & Assocs., Inc.*, 2000 Tenn. App. LEXIS 29, No. E1999-00399-COA-R9-CV, 2000 WL 124614, at *1 (Tenn. Ct. App. Jan. 25, 2000), *perm. app. denied* (Tenn. June 12, 2000); *Montcastle v. Baird*, 723 S.W.2d 119, 122 (Tenn. Ct. App. 1986). However, trial courts may not certify questions to an appellate court that have not actually been raised and decided in the trial court. Permitting this practice would require appellate courts to consider hypothetical issues that are not a proper subject for appellate review. Judicial economy [*39] prompts us to avoid rendering advisory opinions or deciding abstract legal questions. *Super Flea Mkt. v. Olsen*, 677 S.W.2d 449, 451 (Tenn. 1984); *Lawrence v. Stanford*, 655 S.W.2d 927, 929-30 (Tenn. 1983); *McIntyre v. Traughber*, 884 S.W.2d 134, 137 (Tenn. Ct. App. 1994).

The trial court's decision to deny Mr. Doe's and his parents' Tenn. R. Civ. P. 12.06 motion to strike was premised on its conclusion that the principles of comparative fault permitted Mama Taori's to assert comparative fault defenses against both Mr. Doe's and his parents' claims for damages. There is no indication that the trial court ever addressed the "exclusive remedy" or "scope of employment" arguments now being made by Mama Taori's. We granted an interlocutory appeal to determine whether the doctrine of comparative fault justified the denial of the motion to strike. Accordingly, we decline to address the additional issues Mama Taori's seeks to pre-

sent on appeal. These issues may be taken up with the trial court after the case is remanded.

V.

We affirm the denial of the motions to strike Mama Taori's affirmative defenses and remand the case to the [*40] trial court for further proceedings consistent with this opinion. We tax the costs of this appeal to John Doe and his parents, Robert and Jane Doe, jointly and severally, and their surety, for which execution, if necessary, may issue.

WILLIAM C. KOCH, JR., JUDGE

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

ENTERED

JUN 25 2008

HOWARD G. HOGAN

1079-203

No. 172039-3 ✓

TIMELESS ENTERTAINMENT, INC.,

Plaintiff,

vs.

ALBERT BAAH, individually and
d/b/a AMERICAN EXCHANGE
526 North Gay Street
Knoxville, Tennessee 37917

Defendant.

ORDER TO TRANSFER

For good cause shown, it is hereby ORDERED, ADJUDGED and
DECREED by the Court that this case be transferred to Part II for further
proceedings.

Entered this 25th day of June, 2008.


CHANCELLOR


CHANCELLOR

CC: Alexis M. Whitaker, Esquire
Douglas L. Rose, Esquire

Summary of NOTICES Printed

TIMELESS ENTERTAINMENT INC. VS. ALBERT BAAH

Case No: M-08-172039 Please be advised the above styled case is set for MOTION TO STRIKE (MTS) at 09:30 AM on Monday, 8/25/2008.

FANSLER, DARYL R.

<u>Name</u>	<u>Address</u>	<u>Trial Notice Date</u>
ROSE, DOUGLAS L	507 GAY STREET, SW, SUITE 700 KNOXVILLE, TN 37902	08/25/2008
WHITAKER, ALEXIS M	PO BOX 2485 KNOXVILLE, TN 37901	08/25/2008

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,)

Plaintiff,

vs.

Serve:

ALBERT BAAH, individually and
d/b/a AMERICAN EXCHANGE
526 North Gay Street
Knoxville, Tennessee 37917,

Defendant.

2008 JUL 25 PM 12:57
Docket No. 172039-3 ✓

NOTICE OF HEARING

Please take notice that the Plaintiffs' Motion to Strike, previously filed in this action, will be heard by the Honorable Chancellor Daryl R. Fansler, on **August 25, 2008**, at **9:00 a.m.**, EST, in the Knox County Chancery Court, as this date was set by the Court.

The parties are invited to attend and participate as they see fit.

Respectfully submitted this the 24th day of July, 2008.

Alexis M. Whitaker

ALEXIS M. WHITAKER
Attorney for Plaintiff

CARPENTER, O'CONNOR & STERCHI, PLLC
P.O. Box 2485
Knoxville, TN 37901
(865) 546-1831

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading has been served upon the plaintiffs by mailing a copy of same via U.S. Mail, first class, prepaid as follows:

Douglas L. Rose, Esq.
Stone & Hinds, P.C.
507 S. Gay Street, Suite 700
Knoxville, Tennessee 37902

This the 24th day of July, 2008.



Alexis M. Whitaker

F:\USERS\Lexi\Reynolds v Baah\NoticeofHearing.doc

CARPENTER, O'CONNOR & STERCHI, PLLC

ARCHIE R. CARPENTER
CHARLES F. STERCHI, III
TOBY R. CARPENTER
ALEXIS M. WHITAKER

LAWYERS
10th Floor Regions Bank Building
507 South Gay Street
Knoxville, Tennessee 37902
PHONE: (865) 546-1831

MAILING ADDRESS
P.O. Box 2485
Knoxville, TN 37901
FAX: (865) 546-0432

OF COUNSEL:
J. GREGORY O'CONNOR

Tn. Sup. Ct. Rule 31 Listed Mediator

July 24, 2008

Howard G. Hogan, Clerk
Knox County Chancery Court
400 Main Avenue, Room 125
City County Building
Knoxville, Tennessee 37902

Re: Timeless Entertainment, Inc. v. Albert Baah, indiviually and d/b/a American
Exchange
Knox County Chancery Court No. 172039-3

Dear Mr. Hogan:

Please find enclosed for filing a Notice of Hearing in the above-referenced matter. By copy of this letter, I am forwarding a copy of the same to counsel of record. Please be advised that Chancellor Moyers has recused himself and it is my understanding this matter is now to be heard by Chancellor Fansler.

Thank you for your assistance.

Very truly yours,



Alexis M. Whitaker

AMW/daw
Enclosure

cc: Douglas L. Rose, Esq. (w/enc.)

FILED

2000 AUG 21 PM 4:14

HOWARD G. HOGAN

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,)
)
Plaintiff,)
)
vs.)
)
Serve:)
)
ALBERT BAAH, individually and)
d/b/a AMERICAN EXCHANGE)
)
Defendant.)

Docket No. 172039-3 ✓

FIRST AMENDED COMPLAINT

Comes the plaintiff, Timeless Entertainment, Inc., (hereinafter "the Plaintiff"), and files this First Amended Complaint against Albert Baah, both individually and doing business as American Exchange (collectively referred to herein as "the Defendant"), and for his cause of action would show the following:

1. Timeless Entertainment, Inc. is a corporation organized and existing under the laws of the State of Nevada, and can be served with process in the State of Tennessee through its President, Donald Reynolds, whose address is 1001 Crooked Spring Road, Knoxville, Tennessee 37932.

2. Defendant, Albert Baah, is an individual and adult resident of Knox County, Tennessee, with his principal residence located at 1536 Cliffside Lane, Knoxville, Tennessee 37914.

3. Defendant, Albert Baah d/b/a American Exchange, is a sole proprietorship organized and existing under the laws of the State of Tennessee, engaging in business as a

motor vehicle dealer, with its principal place of business located at 526 N. Gay Street, Knoxville, Tennessee 37917.

4. On or about March of 2007, Defendant approached Plaintiff's President, Donald Reynolds (hereinafter "Reynolds"), about borrowing \$24,000 from the Plaintiff, with the entire amount of the loan to be paid back within a few days.

5. Thereafter, Plaintiff and Defendant orally agreed that Plaintiff would loan Defendant \$24,000.00, with Defendant fully repaying the loan within a matter of days. Thereafter, Plaintiff gave \$24,000.00 in cash to Defendant.

6. After the time had passed for payment and Defendant had not repaid the amounts borrowed from Plaintiff, Reynolds repeatedly contacted Defendant and demanded that Defendant immediately repay the \$24,000.00 loan. Despite Defendant's promises, Defendant did not repay the loan.

7. On or about April 2, 2007, Reynolds went to Defendant Albert Baah's place of business, American Exchange, for payment of the \$24,000.00 that was owed, at which time Defendant agreed to give Plaintiff a 2007 Cadillac Escalade EXT, Vehicle Identification Number 3GYFK62827G272799 (hereinafter the "Vehicle") to satisfy the debt. The Vehicle was reportedly worth approximately \$68,000.00.

8. That same day, Reynolds and Defendant extensively negotiated and entered into a valid oral contract for the purchase and sale of the Vehicle (the "Contract"), whereby Plaintiff agreed to accept the Vehicle as payment of the \$24,000 debt. Because the Vehicle was worth significantly more than the debt, Plaintiff agreed to give Defendant cash for the difference between the value of the Vehicle and the debt. During the course of the parties'

negotiations, Reynolds informed Defendant that he was accepting the Vehicle in satisfaction of the debt only because it was Plaintiff's intention to resell the Vehicle and obtain cash.

9. Therefore, Plaintiff gave Defendant \$40,000.00 in additional cash for a total of \$64,000.00. Plaintiff agreed to pay the balance of approximately \$4,000.00 at a later date. Defendant gave Plaintiff immediate possession of the Vehicle along with a notarized bill of sale evidencing the transfer. A true and correct copy of said bill of sale is attached hereto as Exhibit "A".

10. However, Defendant did not give Plaintiff a valid certificate of title, because according to the bill of sale, title of ownership would only pass once a final cash payment was made.

11. On May 15, 2007, Reynolds returned to American Exchange and paid the remaining \$4,000.00 balance on behalf of Plaintiff using check number 1015, payable to American Exchange and bearing the notation "Cadillac EXT 07 balance." A copy of said check is attached hereto as Exhibit "B".

12. Defendant deposited this check and kept the proceeds. However, Defendant did not provide Plaintiff with a valid certificate of title but promised to provide it once Defendant obtained said certificate of title.

13. Thereafter, Reynolds repeatedly asked Defendant for the Vehicle's certificate of title so Plaintiff could resell the Vehicle. Sometime after the Vehicle's temporary tags had expired, Defendant provided Plaintiff with a copy of the application for certificate of title, attached hereto as Exhibit "C". This document listed the date of purchase as May 9, 2007, which was more than a month after the sale. Moreover, this document listed Defendant

Albert Baah, individually, as the Vehicle's owner and showed an outstanding lien against the Vehicle in favor of Y-12 Federal Credit Union.

14. Plaintiff alleges, upon information and belief, that after the receipt of the funds from Plaintiff, the Defendant improperly placed the Vehicle in his own name and used it to secure a loan from Y-12 Federal Credit Union for his own use and benefit.

15. Thereafter, Reynolds once again demanded that Defendant provide him with a valid certificate of title, and Defendant assured him that he was in the process of clearing the lien and obtaining a valid certificate of title. In the meantime, Plaintiff was unable to register or resell the Vehicle.

16. In approximately June of 2007, the Vehicle was driven on a business-related trip to Chicago, Illinois, by an agent of the Plaintiff. While in Chicago, Plaintiff's agent was arrested and the Vehicle was impounded. Plaintiff was unable to obtain possession of the Vehicle because of the outstanding lien in favor of Y-12 Federal Credit Union and because Plaintiff lacked a valid certificate of title.

17. Reynolds repeatedly contacted Defendant about obtaining possession of the Vehicle, and Defendant repeatedly assured Plaintiff that he would retrieve the Vehicle from impound, extinguish the outstanding lien in favor of Y-12 Federal Credit Union and return the Vehicle to the Plaintiff.

18. Thereafter, the Defendant obtained possession of the Vehicle and satisfied Y-12's lien. However, Defendant never returned the Vehicle to the Plaintiff.

19. Plaintiff reasonably relied upon the representations of Defendant when he agreed to enter into the Contract. Plaintiff continued to rely on the Defendant's representations that he would correct any and all breaches of the Contract.

20. At all times applicable hereto, Defendant made representations to Plaintiff that the vehicle Plaintiff was purchasing was new and unencumbered and that Defendant would provide Plaintiff with a valid certificate of title. The Defendant made further representations to Plaintiff, promising to return the Vehicle to Plaintiff.

21. As a result of the Defendant's actions, Plaintiff made a good faith effort to rescind the Contract and offered to accept a new agreement by which Plaintiff would accept another vehicle worth substantially the same amount as the Vehicle, but Defendant refused.

22. The Defendant never returned the Plaintiff's purchase money nor provided Plaintiff with a substitute vehicle after Defendant failed to return the Vehicle to Plaintiff.

I. BREACH OF CONTRACT

23. All allegations in paragraphs 1 through 22 of this Complaint are hereby incorporated and re-alleged by reference.

24. Defendant breached the Contract by failing to provide Plaintiff with an unencumbered vehicle and failing to provide Plaintiff with a valid certificate of title, both of which were fairly bargained-for by Plaintiff in good faith.

25. As a result of the breach of Contract by the Defendant, plaintiff has lost both his money and the Vehicle.

II. NEGLIGENT MISREPRESENTATION

26. All allegations in paragraphs 1 through 25 of this Complaint are hereby incorporated and re-alleged by reference.

27. Defendant, who had a pecuniary interest in the Contract, negligently supplied false information to the Plaintiff regarding the lien status of the Vehicle and the validity of the Vehicle's certificate of title, upon which Plaintiff reasonably relied to his detriment.

28. Additionally, after the Vehicle was impounded, Defendant repeatedly misrepresented to Plaintiff that he would return the Vehicle to the Plaintiff and would extinguish the outstanding lien, upon which Plaintiff justifiably relied to his detriment.

III. FRAUDULENT MISREPRESENTATION

29. All allegations in paragraph 1 through 28 of this Complaint are hereby incorporated and re-alleged by reference.

30. Defendant made intentional misrepresentations of material facts with regard to the Vehicle's title and its lien status. These statements were designed and intended to mislead the Plaintiff regarding Defendant's true intentions of performing under the Contract.

31. These misrepresentations were made by the Defendant with knowledge of their falsity and with the intent to deceive the Plaintiff.

32. The Defendant's misrepresentations were of existing facts as to the state of the Vehicle's certificate of title, the lien status of the Vehicle, Defendant's intention of

performing its obligations under the Contract, and Defendant's intentions of returning the Vehicle to the Plaintiff.

33. Plaintiff was, in fact, misled by Defendant's intentional misrepresentations, upon which Plaintiff reasonably relied to its injury.

IV. TENNESSEE CONSUMER PROTECTION ACT VIOLATION

34. All allegations in paragraphs 1 through 33 of this Complaint are hereby incorporated and re-alleged by reference.

35. Defendant's comments and conduct constitute unfair and deceptive acts or practices under the Tennessee Consumer Protection Act, Tennessee Code Annotated § 47-18-101, *et seq.*

36. Plaintiff has been damaged as a result of Defendant's unfair and deceptive acts or practices.

37. Defendant led Plaintiff to believe that Plaintiff was actually buying an unencumbered vehicle with a valid certificate of title, when Defendant knew or should have known there was an outstanding lien on the Vehicle, which negates any representation, intentional or otherwise, that the Vehicle was unencumbered.

38. Defendant accepted cash in the amount of \$40,000.00, credit for payment of a previous loan in the amount of \$24,000.00, and Plaintiff's check in the amount of \$4,000.00 while maintaining, at all times, that the Vehicle being bought in consideration thereof, was unencumbered and had a transferable certificate of title.

39. In good faith, Plaintiff relied upon the negligent, reckless, and fraudulent nature of the acts practiced by Defendant and has been damaged as a result.

40. Plaintiff avers that Defendant negligently, recklessly, willfully and knowingly practiced deceptive acts against Plaintiff, which damaged the Plaintiff, and Plaintiff therefore has a private right of action against Defendant pursuant to Tennessee Code Annotated §47-18-109.

41. As a direct result of the negligent and fraudulent acts, comments, and omissions of Defendant, Plaintiff has been damaged and is entitled to all remedies allowed by the Tennessee Consumer Protection Act, including attorney's fees.

V. PROMISSORY FRAUD

42. All allegations in Paragraph 1 through 41 of this Complaint are hereby incorporated and re-alleged by reference.

43. Defendant procured cash in the amount of \$40,000.00, credit towards his debt of \$24,000.00 and Plaintiff's check in the amount of \$4,000.00 from Plaintiff by intentionally misrepresenting his intentions and perhaps his ability to fulfill his obligations under the Contract. The misrepresentations made by Defendant fraudulently induced Plaintiff to pay Defendant the full consideration for the Vehicle, when Defendant had no intention of fulfilling his promises.

44. Plaintiff reasonably relied on the Defendant's misrepresentations to its detriment.

45. Because of the intentional acts and omissions of Defendant, which were the proximate and legal cause of Plaintiff's damages, Plaintiff asserts that it is entitled to punitive damages in accordance with Hodges v. S.C. Toof and Company, 833 S.W.2d 896 (Tenn. 1992).

VI. CONVERSION

46. All allegations in Paragraph 1 through 45 of this Complaint are hereby incorporated and re-alleged by reference.

47. In obtaining and thereafter retaining possession of the Vehicle paid for by Plaintiff without the Plaintiff's consent, Defendant excluded and defied the Plaintiff's rights as the rightful owner of the Vehicle.

48. The aforementioned actions by Defendant deprived the Plaintiff of the use and enjoyment of the Vehicle and constituted a conversion of the Vehicle.

49. As a natural and proximate result of the Defendant's conversion of the Vehicle, Plaintiff has been damaged.

VII. BREACH OF WARRANTY

50. All allegations in Paragraph 1 through 49 of this Complaint are hereby incorporated and re-alleged by reference.

51. The Defendant had a duty to provide Plaintiff with a valid certificate of title under Tennessee Code Annotated § 55-3-101, *et seq.*

52. In transferring possession of the Vehicle to Plaintiff and providing a notarized bill of sale, the Defendant warranted to the Plaintiff that the title conveyed was good and that Defendant's transfer of the Vehicle was rightful.

53. Defendant further warranted that the Vehicle would be delivered free from any security interest or other lien or encumbrance.

54. Defendant breached the provisions of T.C.A. § 47-2-301, *et seq.*, by failing to provide Plaintiff with a vehicle free and clear of any and all liens and encumbrances.

55. Defendant breached the provisions of T.C.A. § 55-3-101 by failing to provide Plaintiff with a valid certificate of title.

56. As a result of Defendant's breach of warranty of title under T.C.A. § 47-2-301 and failure to fulfill the duties prescribed by T.C.A. § 55-3-101, *et seq.*, the Plaintiff has been damaged.

VIII. ISSUANCE OF FRAUDULENT CHECK

57. All allegations in paragraphs 1-56 of this Amended Complaint are hereby incorporated and re-alleged by reference.

58. In a business transaction unrelated to the Vehicle, Plaintiff and Defendant Baah agreed to pool their money to invest in a real estate development project called City Center in Las Vegas, Nevada.

59. The parties verbally agreed that Plaintiff would contribute \$100,000.00 and Defendant Baah would contribute approximately \$80,000.00, for a total joint contribution of \$180,000.00.

60. Thereafter, Defendant Baah told Plaintiff he would write a check for the total amount of the investment if Plaintiff would give Defendant Baah \$100,000.00 in cash. Plaintiff agreed and gave \$100,000.00 to Defendant Baah.

61. On or about June 26, 2007, Defendant Baah issued and delivered to the Plaintiff check number 1354 in the amount of \$182,600.00, dated June 20, 2007 (hereinafter "Check 1354"). A copy of Check 1354 is attached hereto as "Exhibit D."

62. Upon receipt of Check 1354, Plaintiff deposited it into Plaintiff's account at Bank of America. Thereafter, the plaintiff issued from said account check number 1021 in the amount of \$182,600.00, payable to City Center.

63. On June 26, 2007, Plaintiff received notice from Bank of America that Check 1354 issued by Defendant Baah had been dishonored because Defendant Baah had stopped payment on it. A copy of the notice received by Plaintiff is attached hereto as "Exhibit E." As a result, check number 1021 issued by Plaintiff to City Center was dishonored because without Defendant Baah's funds, Plaintiff did not have sufficient funds to cover the entire amount of the check.

64. Despite the foregoing, Plaintiff was committed to and did ultimately pay to City Center the full amount of the parties' joint investment, which was \$182,600.00.

65. There after, Plaintiff contacted Defendant Baah to obtain payment of the balance owed on the face amount of Check 1354.

66. Over the next few months, Defendant Baah gave Plaintiff money and goods totaling approximately \$100,000.00, to reimburse the plaintiff for the \$100,000.00 in cash which Plaintiff had given Defendant Baah in anticipation of the parties' joint investment.

67. However, Defendant Baah never paid Plaintiff the remaining \$82,600.00 for Defendant Baah's portion of the investment, despite making repeated assurances that he would "make it right."

68. On July 20, 2008, Plaintiff sent Defendant Baah written notice that Check 1354 had been dishonored and requesting payment thereunder. Said notice is attached hereto as "Exhibit F."

69. Even after Plaintiff provided Defendant Baah with the aforementioned verbal and written notices of Check 1354's dishonor, Defendant Baah failed to pay Plaintiff the balance owed thereunder.

70. Defendant violated T.C.A. §47-29-101, *et seq.*, when Defendant Baah fraudulently executed and delivered Check 1354 to Plaintiff and then allowed Check 1354 to be dishonored because he intentionally stopped payment thereon.

71. Check 1354 was issued by Defendant Baah for the purpose of obtaining an investment opportunity. At the time Defendant Baah stopped payment on Check 1354, said investment opportunity continued to be as represented at the time the check was issued.

72. As a result of the foregoing, Plaintiff has been damaged.

73. Pursuant to T.C.A. §47-29-101(a), Plaintiff is entitled to the unpaid balance of the check, interest at a rate of ten percent (10%) per annum, reasonable service charges incurred by Plaintiff, court costs, reasonable attorney's fees and treble damages.

WHEREFORE, Plaintiff prays as follows:

1. That proper process issue to the Defendant requiring answer to this Amended Complaint within the time allowed by law.
2. For compensatory damages in an amount not to exceed \$200,000.00.
3. For treble damages pursuant to the provisions of T.C.A. § 47-18-109(a)(3); or in the alternative, for punitive damages in the amount of \$400,000.00.
4. For attorney's fees pursuant to the provisions of T.C.A. §§ 47-18-109(e)(1) and 47-29-101, *et seq.*
5. For the costs of this action.

6. For such other and further relief to which the Plaintiff may prove entitled.

By: Alexis M. Whitaker
Alexis M. Whitaker (BPR #025748)
Attorney for Plaintiff

Carpenter, O'Connor & Sterchi, PLLC
Post Office Box 2485
Knoxville, Tennessee 37901-2485
(865) 546-1831

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading has been served upon the executor's attorney by mailing a copy of same via U.S. Mail, first class, prepaid as follows:

Douglas L. Rose, Esq.
Stone & Hinds, P.C.
507 Gay Street S.W., Suite 700
Knoxville, TN 37902

This 21st day of August, 2008.

Alexis M. Whitaker
Alexis M. Whitaker DAW

F:\USERS\Lexi\Reynolds v Baah\AmendedComplaint.doc

1111012822
06/26/2007
000000100227355

This is a LEGAL COPY of your
check. You can use it the same
way you would use the original
check

RETURN REASON-C
STOP PAYMENT

182200001
10201
1
02696

06/22/2007 00000001903
00200434298

DO NOT REDEPOSIT

ALBERT BAAH
DEAL AMERICAN EXCHANGE
528 N GAY STREET
KNOXVILLE, TN 37917
805-523-5543

RECEIVED

1354

8778002842

UNLESS OTHERWISE NOTED 6/20/07

Pay to the Order of Timeless Entertainment, Inc. \$ 192,600.00

One Hundred and ninety two thousand no hundred



Knoxville Teachers Federal Credit Union
104 East 4th Avenue
Knoxville, Tennessee 37917
P 865-260-2807-14-15 910356617 7779 26

For Elite property Mgmt. (Inc.) Ammon Exchange

⑆264279606⑆0000001268907⑆1354⑆0018260000⑆

⑆LARGE⑆

⑆⑆264279606⑆0000001268907⑆1354⑆0018260000⑆



BAK OF AMERICA, INC. 477
PO BOX 28324 EL PASO TX 79928
95/02/97



June 26 2007

RETURN ITEMS
P.O. BOX 2518
HOUSTON, TX 77252-2518

TIMELESS ENTERTAINMENTS INC.
PO BOX 52152
KNOXVILLE TN 37950-2152
US

Dear Valued Customer:

We have been notified that an item deposited to your account will be returned to Bank of America unpaid. We are reducing the availability of funds in your account for the item amount shown below for five business days or until the item is received. Upon receipt of the item, we will charge it back to your account and return it to you unless you have an agreement with us for special handling of returned deposited items. The information we have regarding this item is as follows:

Deposit Acct Number:	3785921977
Item Amount:	\$182,600.00
Date Deposited:	6/22/2007
Deposit Amount:	\$182,600.00
Written By:	ALBERT BAAH
Payee Name:	TIMELESS ENTERTAINMENT INC
Return Reason:	PAYMENT STOPPED

In the event this item should be paid and not returned to us, these funds will be made available to you on the sixth business day from the date of this notice. If there are any fees assessed solely as a result of the delay we imposed on the availability of funds, please contact our customer service representatives at 1-800-432-1000.

Thank you for choosing Bank of America.

Sincerely,

Returned Items Department



CARPENTER, O'CONNOR & STERCHI, PLLC

ARCHIE R. CARPENTER
CHARLES F. STERCHI, III
TOBY R. CARPENTER
ALEXIS M. WHITAKER

LAWYERS
10th Floor Regions Bank Building
507 South Gay Street
Knoxville, Tennessee 37902
PHONE: (865) 546-1831

MAILING ADDRESS
P.O. Box 2485
Knoxville, TN 37901
FAX: (865) 546-0432

OF COUNSEL:
J. GREGORY O'CONNOR

Tn. Sup. Ct. Rule 31 Listed Mediator

July 30, 2008

Mr. Albert Baah
d/b/a American Exchange
5526 N. Gray Street
Knoxville, Tennessee 37919

Re: Notice of Dishonored Check

Dear Mr. Baah:


Pursuant to Tennessee Code Annotated section 47-29-101, *et seq.*, you are, hereby notified that the check described below, issued by you d/b/a American Exchange, has been dishonored:

Check Number:	1354
Check Date:	6/20/2007
Drawee Bank:	Knoxville Teachers Federal Credit Union
Amount:	\$ 182,600.00
Payable to (payee):	Timeless Entertainment, Inc.
Reason for dishonor:	Stop Payment

Pursuant to Tennessee law, you have thirty (30) days from the date of this notice to pay or tender to the payee the full amount of the check or remaining unpaid balance thereof, together with all reasonable costs and protest fees. Unless this amount is paid in full within the time specified above, the payee of the dishonored check may seek recovery by bringing a civil action against you, which may entitle the payee to the face amount of the check or the remaining unpaid balance thereof, interest at the rate of ten percent (10%) per annum on the remaining unpaid balance, court costs, reasonable attorney's fees, and treble damages.

Thank you for your prompt attention to this matter. Please do not hesitate to contact me with any questions or concerns.

Very truly yours,


Alexis M. Whitaker

AMW/daw

cc: Douglas Rose, Esq.

F:\USERS\Lexi\Reynolds v Baah\Demand Baah.doc



IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,)

Plaintiff,)

vs.)

Serve:)

ALBERT BAAH, individually and)
d/b/a AMERICAN EXCHANGE)

Defendant.)

2008 AUG 21 PM 4:15

HOWARD G. HOGAN

Docket No. 172039-3 ✓

PLAINTIFF'S ANSWER TO COUNTERCLAIM

Comes now the Plaintiff, Timeless Entertainment, Inc. ("Plaintiff"), and for its Answer to the Counterclaim filed by the Defendants, Albert Baah, individually and d/b/a/ American Exchange (collectively the "Defendant"), states as follows:

1. The Plaintiff denies that allegations in Paragraph 1 of the Counterclaim.
2. The Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 2 of the Counterclaim.
3. The Plaintiff denies that allegations in Paragraph 3 of the Counterclaim.
4. The Plaintiff denies that allegations in Paragraph 4 of the Counterclaim.
5. The Plaintiff states that the Bill of Sale for the Vehicle speaks for itself and therefore admits it contains language stating that title of ownership of the Vehicle does not pass until the final cash payment is made and all notes thereon are honored. However, the remaining allegations in Paragraph 5 of the Counterclaim are denied.
6. Plaintiff admits that the Vehicle was impounded in Chicago, Illinois, when one of Plaintiff's employees was arrested while in possession of the Vehicle without Plaintiff's

consent. However, the Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 6 of the Counterclaim.

7. While Plaintiff admits that Defendant took possession of the Vehicle at some point, the Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in the first sentence of Paragraph 7 of the Counterclaim. The Plaintiff denies the allegations in the second and third sentences of Paragraph 7 of the Counterclaim. The Plaintiff further denies that it failed to respond to Baah's requests as alleged in the fourth sentence of paragraph 7 of the Counterclaim, but states that it is without sufficient knowledge or information to form a belief as to the truth of the remaining allegations in the fourth and fifth sentences of Paragraph 7 of the Counterclaim.

8. The Plaintiff denies the allegations in Paragraph 8 of the Counterclaim.

9. The Plaintiff denies the allegations in Paragraph 9 of the Counterclaim.

10. The Plaintiff denies the allegations in Paragraph 10 of the Counterclaim.

11. The Plaintiff denies the allegations in Paragraph 11 of the Counterclaim.

12. The Plaintiff denies that Defendant is entitled to any relief as set forth in the Counterclaim.

13. Any allegations not heretofore admitted, denied or otherwise explained are hereby denied.

AFFIRMATIVE DEFENSES

1. For its first affirmative defense, Plaintiff would show that on or about May 14, 2007, Plaintiff duly paid, satisfied, and discharged the alleged claim of the Defendant set forth in the counterclaim herein by payment to the Defendant of the full sum owed for the Vehicle.

2. For its second affirmative defense, Plaintiff pleads accord and satisfaction. In this connection, it is alleged and shown that even if Plaintiff owed Defendant for the balance owed on the Vehicle as Defendant alleges, a dispute existed as to the balance owed and the Plaintiff remitted the amount which it considered to be due and payable to Defendant by issuance of a check, drawn payable to the order of Defendant on which there was indorsed in plain type, "Cadillax EXT 07 balance." Defendant accepted said check retained the funds derived there from and never returned either the check or the funds received from the check to the Plaintiff.

3. For its third affirmative defense, Plaintiff states that even if there was a deficiency, after the defendant's sale of the vehicle to Carmax, the defendant disposed of the vehicle in a commercially unreasonable manner. The defendant did not furnish a list of the collateral to be sold, inadequately advertised the sale and the collateral to be sold, failed to notify specifically dealers and others known by the defendant to be interested in the collateral, and stored the collateral in a manner such that prospective purchasers could not adequately inspect it.

4. For its fourth affirmative defense, Plaintiff would show that Defendant's Counterclaim fails to state a claim upon which relief can be granted.

5. For its fifth affirmative defense, Plaintiff would show that the Defendant is barred from recovery because the Defendant materially breached the agreement between the parties.

6. For its sixth affirmative defense, Plaintiff would show that Defendant is barred from recovery based on Defendant's own fraudulent actions and business practices.

7. For its seventh affirmative defense, Plaintiff would show that the Defendant's claims are barred by the doctrines of waiver, estoppel and unclean hands.

WHEREFORE, in consideration of the foregoing, the Plaintiff prays that the Defendant's Counterclaim be dismissed with all costs being taxed to the Defendant.


ALEXIS M. WHITAKER, BPR# 025748
Attorney for Plaintiff

OF COUNSEL:


CARPENTER, O'CONNOR & STERCHI, PLLC
P.O. Box 2485
Knoxville, TN 37901-2485
(865) 546-1831

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading has been served upon the executor's attorney by mailing a copy of same via U.S. Mail, first class, prepaid as follows:

Douglas L. Rose, Esq.
Stone & Hinds, P.C.
507 Gay Street S.W., Suite 700
Knoxville, TN 37902

This 21st day of August, 2008.


Alexis M. Whitaker

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,)
)
Plaintiff,)
)
vs.)
)
Serve:)
)
ALBERT BAAH, individually and)
d/b/a AMERICAN EXCHANGE)
)
Defendant.)

2008 AUG 21 PM 4:14

HOWARD G. HOGAN

Docket No. 172039-3 ✓

NOTICE OF WITHDRAWAL OF MOTION TO STRIKE

Comes the Plaintiff, Timeless Entertainment, Inc., and hereby withdraws its Motion to Strike portions of the Answer and Counterclaim filed by Defendant. Although the Plaintiff continues to object to certain allegations in the Defendant's Answer and Counterclaim, Plaintiff is confident that the Court will refrain from considering any irrelevant, immaterial, redundant or scandalous matters contained therein.

This the 21st day of August, 2008.


ALEXIS M. WHITAKER, BPR# 025748
Attorney for Plaintiff

OF COUNSEL:

CARPENTER, O'CONNOR & STERCHI, PLLC
P.O. Box 2485
Knoxville, TN 37901-2485
(865) 546-1831

CERTIFICATE OF SERVICE

I hereby certify that the foregoing pleading has been served upon the executor's attorney by mailing a copy of same via U.S. Mail, first class, prepaid as follows:

Douglas L. Rose, Esq.
Stone & Hinds, P.C.
507 Gay Street S.W., Suite 700
Knoxville, TN 37902

This 21st day of August, 2008.

Alexis M. Whitaker
Alexis M. Whitaker

F:\USERS\Lexi\Reynolds v Baah\NOTICE OF WITHDRAWAL OF MOTION TO STRIKE.doc

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,)

Plaintiff,)

vs.)

Serve:)

ALBERT BAAH, individually and)
d/b/a AMERICAN EXCHANGE)

Defendant.)

2008 AUG 21 PM 4:14

HOWARD G. HOGAN

Docket No. 172039-3 ✓

STIPULATION FOR AMENDMENT OF PLAINTIFF'S COMPLAINT

It is hereby stipulated and agreed between the attorneys for the respective parties in the above-entitled suit that the Plaintiff shall be allowed to file forthwith its First Amended Complaint, the receipt of which is hereby acknowledged by counsel for Defendant.

This the 21st day of August, 2008.

APPROVED FOR ENTRY:



ALEXIS M. WHITAKER, BPR# 025748

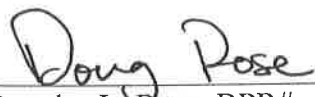
Attorney for Plaintiff

Carpenter, O'Connor & Sterchi, PLLC

P.O. Box 2485

Knoxville, Tennessee 37901-2485

(865) 546-1831



Douglas L. Rose, BPR# 026563

Attorney for Defendant

Stone & Hinds, P.C.

507 Gay Street S.W., Suite 700

Knoxville, Tennessee 37902

(865) 546-6321

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE
PART II

2008 AUG 21 PM 1:43

WILLIAM D. MALONE,

Plaintiff,

HOWARD G. HOGAN

VS.

NO: 172140-2

EDNA MALONE, ET. AL.,

Defendants.

REPORT OF GUARDIAN AD LITEM

Comes now Rufus W. Beamer, Jr., court appointed guardian ad litem who would respectfully report to the court as follows:

1. The undersigned was appointed guardian ad litem for the unknown and unfound heirs of J.B. Malone, deceased, the unknown and unfound heirs of J.B. Malone, Jr., Claude Malone, Reed Malone, Flonnie Malone Stewart and Bertha Malone Everett. The order of appointment was made and entered on May 5, 2008.

2. The guardian ad litem would respectfully report as follows:

J.B. Malone died, unmarried, in 1957. He was the father of six children who are identified as follows:

Bertha Malone Everett [died 1970's, unmarried, no children]

Claude Malone [died 1980's, Washington State, unmarried, no children]

Reed Malone [died 1960's, unmarried, no children]

Ray Malone [died November 18, 1982, survived by wife, Wanda Grimes Malone, who died April 29, 2008; also survived by son Tommy Malone, his only child]

J.B. Malone, Jr. [died May 15, 1952, unmarried at time of death and survived by Barbara J. Dow]

Flonnie Malone Stewart [died September, 1982 married to James Stewart who died in 1983; she had three children, Judy Stewart, Dudley Stewart and Donnie Stewart; Donnie Stewart

died November 10, 1079, unmarried, and survived by four children, Kim Stewart, Darrell Stewart, Marcia Stewart and Karen Wright.


3. The guardian ad litem would respectfully report that the foregoing constitutes all of the heirs, known and unknown, found and unfound of the said J.B. Malone, as presented to him by certain informants.

4. All of the living heirs of the said J.B. Malone have, in fact, been found and their names and addresses are know to the plaintiff.

5. The guardian ad litem is advised that Judy Stewart is not competent and is a resident of the Sonoma Development Center in Sonoma, California. He is further advised that her interest are represented by Karen Litzenberg, MBA and Assistant to the Executive Director of said institution and that adequate contact has been made with said person who will act on behalf of the said incompetent Judy Stewart.

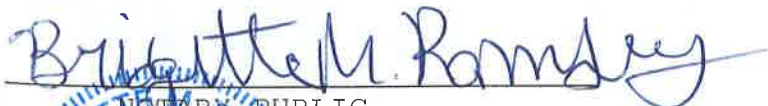
6. Information herein presented by the guardian ad litem is based upon conversations with Tommy Malone on June 19, 2008, Dudley Stewart on July 23, 2008 and Barbara Malone Dow on July 3, 2008. Affidavits for each of these persons were prepared and presented to them. The affidavits of Dudley Stewart and Barbara Malone Dow have been filed. The affidavit presented to Tommy Malone has not been returned, for reasons unknown to the guardian ad litem. Information was also obtained via electronic communication from Karen Litzenberg.

WHEREFORE, the guardian ad litem submits the interests of the unknown and unfound heirs of J.B. Malone and his heirs, unknown and unfound, to the court.



Rufus W. Beamer, Jr.
Guardian Ad Litem

Sworn to and subscribed before me
this the 20th day of August, 2008.



NOTARY PUBLIC

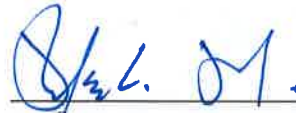
My commission expires:

09-08-09



CERTIFICATE

This is to certify that I have mailed/transmitted a copy of the foregoing to K. David Myers, Esq. by US Mail, postage pre-paid and/or by FAX 992-5354 this the 20th day of August, 2008.

A handwritten signature in blue ink, appearing to read "R. W. Beamer, Jr.", written over a horizontal line.

Rufus W. Beamer, Jr.

Summary of NOTICES Printed

TIMELESS ENTERTAINMENT INC. VS. ALBERT BAAH

Case No: M-08-172039 Please be advised the above
styled case is set for TRIAL (TRI) at 09:30 AM on
Thursday, 1/22/2009.

FANSLER, DARYL R.

<u>Name</u>	<u>Address</u>	<u>Trial Notice Date</u>
ROSE, DOUGLAS L	507 GAY STREET, SW, SUITE 700 KNOXVILLE, TN 37902	01/22/2009
WHITAKER, ALEXIS M	PO BOX 2485 KNOXVILLE, TN 37901	01/22/2009

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,)

Plaintiff,)

vs.)

Docket No. 172039-3

ALBERT BAAH, individually and
d/b/a AMERICAN EXCHANGE)

Defendant.)

ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT
AND COUNTERCLAIM

COMES now the Defendant, Albert Baah, individually and d/b/a/ American Exchange, ("Defendant") by and through counsel, and for his Answer to the Plaintiff's First Amended Complaint ("Complaint"), states as follows:

1. The Defendant is without knowledge or information sufficient to admit or deny the averment in Paragraph 1 of the Complaint that Timeless Entertainment, Inc. is a corporation organized and existing under the laws of the State of Nevada, and therefore denies the averment. The remaining averments in Paragraph 1 of the Complaint are admitted.

2. The Defendant admits the averments in Paragraph 2 of the Complaint.

3. The Defendant admits the averments in Paragraph 3 of the Complaint.

2008 SEP -4 PM 3:23
HOWARD G. HOGAN

FILED

4. The Defendant denies the averments in Paragraph 4 of the Complaint.

5. The Defendant denies the averments in Paragraph 5 of the Complaint.

6. The Defendant denies the averments in Paragraph 6 of the Complaint.

7. The Defendant denies the averments in Paragraph 7 of the Complaint.

8. Answering Paragraph 8 of the Complaint, Defendant admits that on or about April 2, 2007 Defendant and Plaintiff extensively negotiated and entered into a valid oral contract for the purchase and sale of a 2007 Cadillac Escalade EXT, Vehicle Identification Number 3GYFK62827G272799 ("Vehicle"). As further answer, Defendant denies the remaining averments in Paragraph 8 of the Complaint.

9. Answering Paragraph 9 of the Complaint, Defendant admits that a notarized bill of sale was given to Plaintiff on April 2, 2007, but denies that it evidenced all of the terms and conditions of the agreement as averred by Plaintiff in Paragraph 9 of the Complaint, and therefore denies the remaining averments in Paragraph 9.

10. The Defendant admits the averments of Paragraph 10 of the Complaint.

11. Answering Paragraph 11 of the Complaint, Defendant admits that on May 15, 2007 Plaintiff gave to Defendant a check, number 1015, for \$4,000, but denies

that the \$4,000 check represented the balance remaining on the Vehicle and therefore denies the remaining averments in Paragraph 11 of the Complaint.

12. Answering Paragraph 12 of the Complaint, Defendant admits that he deposited and kept the \$4,000 check and that he did not provide Plaintiff with the certificate of title. Defendant denies the remaining averments of Paragraph 12 in the Complaint.

13. Answering Paragraph 13 of the Complaint, Defendant admits that the application for certificate of title lists the Defendant as the Vehicle's owner and showed an outstanding lien against the vehicle in favor of Y-12 Credit Union. Defendant denies the remaining averments in Paragraph 13 of the complaint.

14. The Defendant denies the averments in Paragraph 14 of the Complaint as stated.

15 The Defendant denies the averments in Paragraph 15 of the Complaint as stated.

16 The Defendant admits that in June of 2007 the Vehicle was used by the Plaintiff and/or an agent of the Plaintiff for drug trafficking, and that the vehicle was impounded by the Chicago Police Department. Defendant is without knowledge sufficient enough to respond to the averment that Plaintiff attempted but was unable to get possession of the Vehicle. The Defendant further admits that Plaintiff did not have a certificate of title and that, at the time of the impounding, Y-12 Credit Union held a lien on the Vehicle.

17. The Defendant denies the averments in Paragraph 17 of the Complaint as stated.

18. The Defendant admits to satisfying the Y-12 Credit Union lien on the Vehicle and to subsequently taking possession of the Vehicle. As further answer, the Defendant avers that Y-12 Credit Union required the Defendant to pay off the outstanding lien, or risk having the vehicle sold by Y-12 Credit Union to satisfy the debt. The Defendant further avers that he made multiple attempts to contact the Plaintiff regarding the Vehicle but the Plaintiff failed to respond.

19. The Defendant denies the averments in Paragraphs 19 through 22 of the Complaint.

20. Answering Paragraph 23 of the Complaint, Defendant incorporates Paragraphs 1 through 19 above.

21. The Defendant denies the averments in Paragraphs 24 and 25 of the Complaint.

22. Answering Paragraph 26 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 21 above.

23. The Defendant denies the averments in Paragraphs 27 through 28 of the Complaint.

24. Answering Paragraph 29 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 23 above.

25. The Defendant denies the averments of Paragraphs 30 through 33 of the Complaint.

26. Answering Paragraph 34 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 25 above.

27. The Defendant denies the averments of Paragraphs 35 through 41 of the Complaint.

28. Answering Paragraph 42 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 27 above.

29. The Defendant denies the averments in Paragraphs 43 through 45 of the Complaint.

30. Answering Paragraph 46 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 29 above.

31. The Defendant denies the averments in Paragraphs 47 through 49 of the Complaint.

32. Answering Paragraph 50 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 31 above.

33. The Defendant denies the averments of Paragraphs 51 through 56 of the Complaint.

34. Answering Paragraph 57 of the Complaint, Defendant incorporates his responses in Paragraphs 1 through 33 above.

35. The Defendant denies the averments of Paragraphs 58 through 60 of the Complaint.

36. The Defendant admits that he issued and delivered to the Plaintiff check number 1354 in the amount of \$182,600.00, dated June 20, 2007. However, the

Defendant issued the above check to the Plaintiff only after being instructed to do so by a special agent of the United States Department of the Treasury investigating the Plaintiff for potential violations of federal law, including money laundering.

37. The Defendant is without knowledge or information sufficient to admit or deny the averment of Paragraph 62.

38. The Defendant admits that it stopped payment on check number 1354. The Defendant is without knowledge or information sufficient to admit or deny all other averments in Paragraph 63.

39. The Defendant is without knowledge or information sufficient to admit or deny the averments of Paragraph 64 and therefore denies the averments.

40. The Defendant denies the averments of Paragraph 65.

41. The Defendant denies the averments of Paragraph 66.

42. The Defendant admits that he has not paid \$82,600.00 to the Plaintiff. All other allegations in Paragraph 67 are denied.

43. In response to Paragraph 68, the Defendant admits that it received a notice that check 1354 had been dishonored and a request for payment thereunder.

44. The Defendant admits that he has not paid \$82,600.00 to the Plaintiff. All other allegations in Paragraph 69 are denied.

45. The Defendant denies the averments of Paragraphs 70 through 73 of the Complaint.

46. The Defendant denies that the Plaintiff is entitled to any relief as set forth in the Complaint.

47. Any allegations not heretofore admitted, denied or otherwise explained are hereby denied.

AFFIRMITIVE DEFENSES

1. The Plaintiff's Complaint fails to state a claim upon which relief can be granted.

2. The Plaintiff is barred from recovery as the Plaintiff breached the agreement between the parties.

3. The Plaintiff is barred from recovery based on its own fraudulent actions and business practices.

4. The Plaintiff's claims are barred by the doctrines of waiver, estoppel and unclean hands.

WHEREFORE, in consideration of the foregoing, the Defendant prays that the Plaintiffs Complaint be dismissed with all costs being taxed to the Plaintiffs.

COUNTER CLAIM

Now having answered the Plaintiff's Complaint, the Defendant assumes the role of Counter Plaintiff and sues Timeless Entertainment, Inc. ("Timeless Entertainment") for breach of contract upon the following grounds:

1. In April 2007, Donald Reynolds, president of the Timeless Entertainment, approached Albert Baah ("Baah") and requested that Baah agree to sell to Timeless Entertainment the Vehicle.

2. The Vehicle had recently been purchased by Baah from Airport Cadillac in Alcoa, Tennessee (a copy of the vehicle invoice is attached Exhibit "A"). At

the time of the purchase, Baah had financed a portion of the purchase price via a loan from Y-12 Credit Union ("Y-12") (a copy of the promissory note is attached as Exhibit "B").

3. Timeless Entertainment offered to purchase the Vehicle from Baah for a total of Sixty Eight Thousand Seventy Five Dollars and Ten Cents (\$68,075.10) (a copy of the bill of sale attached as Exhibit "C"). Both parties orally agreed that Timeless Entertainment would make a Five Thousand Dollar (\$5,000) cash down payment and would pay the remaining balance within a few weeks.

4. This oral agreement was consistent with numerous prior vehicle purchase agreements entered into between Baah and Timeless Entertainment (bills of sales for prior purchases are attached hereto collectively as Exhibit "D"). Because Timeless Entertainment and/or Reynolds had complied with the terms of the previous agreements, Baah had a good faith belief that Timeless Entertainment would do the same under the purchase agreement for the Vehicle. In addition to the \$5,000 down payment, Timeless Entertainment also made a Four Thousand Dollar (\$4,000) payment towards the balance of the purchase price (a copy of the check is attached as Exhibit "E").

5. The Bill of Sale for the Vehicle contains language stating that both parties agreed that the title of ownership of the Vehicle would not pass to Timeless Entertainment until the final cash payment had been paid (See Exhibit "C"). By June 2007, Timeless Entertainment had failed to pay off the remaining balance on the Vehicle as was required under the agreement.

6. Shortly thereafter, Baah was notified by the lien holder of the Vehicle, Y-12 Credit Union, that the Vehicle had been used in drug trafficking in Chicago, Illinois, had been impounded by law enforcement, and had been subsequently released to Y-12 Credit Union (a copy of the police report is attached hereto as Exhibit "F"). Thereafter, Y-12 Credit Union required that the loan secured by the lien be paid off in full or Y-12 Credit Union would consider the seizure a default under Baah's loan agreements and Y-12 Credit Union would sell the vehicle. (A copy of the demand letter from Y-12 is attached hereto as Exhibit "G").

7. Baah paid off the balance owed to Y-12 and took possession of the Vehicle. The lien was released by Y-12 on August 10, 2007 (a copy of the release is attached hereto as Exhibit "H"). At the time the Vehicle was returned to the Baah, it was in poor condition and had excessive mileage. Over the next several days Baah attempted on multiple occasions to contact Reynolds (the only contact Baah had for Timeless Entertainment) in an effort to secure payment of the remaining balance owed to Baah by Timeless Entertainment on the Vehicle. Timeless Entertainment failed to respond to Baah's requests and Baah was forced to sell the Vehicle in an effort to recoup some of the amount he was required to pay to Y-12. Baah subsequently sold the Vehicle to Carmax on August 15, 2007 for Forty Four Thousand Seven Hundred Fifty Dollars (\$44,750.00) (vehicle invoice attached hereto as Exhibit "I").

8. Because Timeless Entertainment failed to make the payments required under the oral and written contracts, used the Vehicle in illegal drug trafficking, and did not respond to Baah's repeated requests that the outstanding balance be paid in

full, Baah's only recourse was to sell the Vehicle to pay off the Y-12 loan. Baah was never, at any time, obligated to surrender title to the Vehicle to Timeless Entertainment. Under the sales agreement, Baah had committed himself to transfer title to Timeless Entertainment Defendant only when the full balance owing on the Vehicle was paid.

9. Baah alleges that he entered into a valid oral agreement with the Timeless Entertainment under which Timeless Entertainment agreed to purchase the Vehicle for Sixty Eight Thousand Seventy Five Dollars and Ten Cents (\$68,075.10). Baah relied on this agreement and released the Vehicle to Timeless Entertainment believing the full balance would be paid in full within a few weeks.

10. Timeless Entertainment breached the agreement by failing to pay the full \$68,075.10. Further, Timeless Entertainment or its agents or employees used the Vehicle in drug trafficking which resulted in the Vehicle being seized by law enforcement and, subsequently, sent to Y-12 Credit Union. Consequently, Baah was forced to pay off the loan owed to Y-12 Credit Union. Timeless Entertainment failed to pay the balance owed to Baah or respond to Baah's repeated demands to pay for the Vehicle. In order to recoup the money he was forced to pay to Y-12 Credit Union, Baah sold the Vehicle to Carmax.

11. Baah has suffered a financial loss and is entitled to damages based on Timeless Entertainment's breach of its purchase agreement with Baah.

WHEREFORE, Baah respectfully requests:

1. That Timeless Entertainment be required to answer this Counter Complaint within the time period described by law.

2. That Baah be awarded a judgment against Timeless Entertainment in the amount of not less than Fourteen Thousand Three Hundred Twenty-Five Dollars and Ten Cents (\$14,325.10).

3. That all costs in this cause be taxed to Timeless Entertainment.

4. Such other and further general relief as this Court deems appropriate.

Respectfully submitted this 3rd day of September, 2008.



Chadwick B. Tindell (BPR #015052)

Douglas L. Rose (BPR #026563)

Stone & Hinds, P.C.

507 Gay Street, S.W. Suite 700

Knoxville, Tennessee 37902

(865) 546-6321

Attorneys for Defendant/Counter-Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Answer and Counter-Claim has been served on the following:

Alexis M. Whitaker, Esq.
P.O. Box 2485
Knoxville, Tennessee 37901

this 4th day of September, 2008, via U. S. Mail, facsimile or hand delivery.



Douglas L. Rose, Esquire

VEHICLE INVOICE

AIRPORT CADILLAC, Inc.

3203 Airport Hwy.
ALCOA, TN. 37701
(865) 970-2960



SOLD TO ALBERT BAAH
1536 CLIFFSIDE LN
ADDRESS KNOXVILLE TN 37914
HM: (865)524-8940 WK:

YEAR	MAKE	MODEL	NEW OR USED	VEHICLE IDENT. OR SER. NO.
2007	CADILLAC	ESCALADE		3GYFK62827G272799
SALESMAN HOUSE			KEY NOS.	
COLOR				

COLOR OF VEHICLE:

LIEN: Y-12 FEDERAL CREDIT UNION
PO BOX 2512
OAK RIDGE TN 37831-2512

DATE		INVOICE NO.		STOCK NO.		KEY
05/09/07		Nº 021395				I
SOURCE	10(0)	12(0)	20(0)	SALESMAN NUMBER	11189	
DESCRIPTION	COST	KEY	ACCT NO.	SALE	KEY	
		C	4			
		C				
		C				
		C				
		C				
		C				
		C				
		C				
FLEET		C	419			
		C				
USED CAR RET		C	446			
USED CAR WHOLE		C	448			
		C				
		C				
		C				
		C				
		C				
		C				
		C				
DEALER TRANSFER			231			
SELLING PRICE				58907.73		
WARRANTY				N/A		
			905F	N/A		
SALES TAX			324	N/A		
LICENSE AND TITLE FEES			13A	35.50		
G. R. TAX			325	N/A		
TOTAL CASH PRICE				58943.23		
FINANCING				13417.37		
INSURANCE				N/A		
TOTAL TIME PRICE				72360.60		
DEPOSIT			220A	30000.00		
VEHICLE ACCOUNTS RECEIVABLE			220A	N/A		
CASH SALE			220A	N/A		
USED CAR ALLOWANCE PAYMENTS				58907.73		
MONTHS		DOLLARS	PER MONTH			
60		706.01		42360.60		
TOTAL				28943.23		
PAY OFF BAL. OWING FINANCE CO.			220A	58907.73		
DISCOUNT OR OVERALLOWANCE						
CONTRACTS IN TRANSIT:			205	28943.23		
RECONDITIONING - USED VEHICLE - RETAIL			647			
COST OF SALES - USED VEHICLE - RETAIL			646			
VALUE OF TRADE	STOCK NUMBER	104820A	I 240	N/A		
			I 240	N/A		
USED CAR TRADED						
YEAR	MAKE	MODEL	COLOR			
2006	CADILLAC	STS				
VEHICLE IDENT. OR SERIAL NO.						
1G6DC67A060104820						

EXHIBIT

A

LOANLINER.**DEALER DIRECT**
 Office Hours: Monday - Friday 9:00-5:30, Saturday 9:00-12:00
 865-482-1000 865-482-1043

 OAK RIDGE 501 Lafayette Drive W. KNOXVILLE 6540 Clinton Hwy. MARYVILLE 634 W. Lamar Alex. Hwy. CLINTON 450 N. Charles Salvea Blvd. SEVERVILLE 8122 Dolly Parton Hwy.
 N. KNOXVILLE 116 Center Park Drive ALCOA 2801 E. Broadway LAFOLLETTE 2015 Jacksonboro Pike ROANE COUNTY 1715 Rouns State Hwy.

Note and Disclosure Statement

BORROWER NAME (Last - First - Middle Initial) AND ADDRESS (Street - City - State - Zip Code)

 BAAH, ALBERT
 1536 CLIFFSIDE LN
 KNOXVILLE TN 37914

DATE

MEMBER NUMBER

05/09/2007

830236-01

NOTE NUMBER

MATURITY DATE

05/23/2012



FIXED



VARIABLE

In this agreement "you" and "your" mean each person who signs this agreement. The "credit union" means the credit union whose name appears above and anyone to whom the credit union transfers its rights under this agreement. The terms on the reverse side are part of this agreement. Boxes checked below apply to this agreement.

TRUTH IN LENDING DISCLOSURE
ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

FINANCE CHARGE

The dollar amount the credit will cost you.

Amount Financed

The amount of credit provided to you or on your behalf.

Total of Payments

The amount you will have paid when you have made all payments as scheduled.

e means an estimate

Prepayment: If you pay off early you will not have to pay a penalty.

Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.

15.84 %

\$ 13417.37

\$ 28943.23

\$ 42360.60

Variable Rate: The annual percentage rate (APR) may increase during the term of this transaction if the credit union's average cost of dividends paid on share certificate accounts as of the 20th day of the last month of each preceding calendar quarter (Index) increases. We will add a margin of 2% for new vehicles and 4% for used vehicles to the Index and then round up to the nearest .25%. The rate will change quarterly on the first day of January, April, July and October. The rate will never be less than 6% for new vehicles and 8% for used vehicles. Any interest rate increase will result in a higher final payment. If your loan were for \$5,000.00 at 8.00% for 48 months, and the rate increased to 8.50% in 24 months, you would have to make 23 more payments of the same amount and your final payment would be increased by \$16.36.

Number of Payments	Amount of Payments	When Payments Are Due	Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the credit union. If you get the insurance from the credit union you will pay
60	706.01	MONTHLY BEGINNING: 06/23/2007	
Your Payment Schedule will be:			
Security: Collateral securing other loans with the credit union will also secure this loan. You are giving a security interest in your shares and/or deposits in the credit union; and			
XX		the goods/property being purchased;	
Other (Describe)			
Later Charge: After 15 days or more late, we may charge you 8% of the payment amount due.			

SEE YOUR CONTRACT DOCUMENTS FOR ANY ADDITIONAL INFORMATION ABOUT NONPAYMENT, DEFAULT, AND ANY REQUIRED REPAYMENT IN FULL BEFORE THE SCHEDULED DATE.

ITEMIZATION OF THE AMOUNT FINANCED

ITEMIZATION OF AMOUNT FINANCED OF \$	AMOUNT GIVEN TO YOU DIRECTLY \$	AMOUNT PAID ON YOUR ACCOUNT \$	PREPAID FINANCE CHARGE \$
28943.23	N/A	N/A	N/A
AMOUNT PAID TO OTHERS \$	To N/A	\$	To N/A
ON YOUR BEHALF \$	To AIRPORT CADILLAC INC.	\$	To N/A

NOTE AND SECURITY AGREEMENT CONTINUED ON REVERSE SIDE

 The following paragraph applies only if this is a variable rate loan: The initial rate of interest is N/A %.

Interest: Interest will be charged from the date of this loan until you have paid what you owe under this Agreement. The interest rate is subject to change as follows: The annual percentage rate may increase during the term of this transaction if: the credit union's average cost of dividends paid on share certificate accounts as of the 20th day of the last month of each preceding calendar quarter (Index) increases. We will add a margin of 2% for new vehicles and 4% for used vehicles to the Index and then round up to the nearest .25%. The rate will change quarterly on the first day of January, April, July and October. The rate will never be less than 6% for new vehicles and 8% for used vehicles. Any interest rate increase will result in a higher final payment.

 Promise to Pay: You promise to pay \$ 28943.23 to the credit union plus interest on the unpaid balance at 15.84 % per year until what you owe has been repaid.
 Collection Costs: You agree to pay all costs of collecting the amount you owe under this agreement including court costs and reasonable attorney fees.

Security Offered:	MODEL	YEAR	I.D. NUMBER	TYPE	VALUE
CADILLAC	ESCALADE	2007	3GYFK62827G272799	EXT	

Other (Describe):

 You Pledge Shares and/or Deposits of \$ N/A In account number N/A Key No. N/A This Note is governed by the laws of TN

SIGNATURE: If you agree to make and be bound by the terms of this Note and Security Agreement sign below. If you are not a borrower but an owner of the collateral for this loan, sign below and check the box for "Owner of Collateral". By doing so you agree only to the terms of the Security Agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.

Borrower 1	Date	Borrower 2	Date
<u>X</u> <u>[Signature]</u>	<u>05/09/2007</u>	<u>X</u> <u>[Signature]</u>	<u>05/09/2007</u>
Borrower <input type="checkbox"/> Owner of Collateral (other than a Borrower)	Date	Witness	Date
<u>X</u>		<u>X</u> <u>[Signature]</u>	

CREDIT INSURANCE APPLICATION/SCHEDULE

"You" or "Your" means the member and the joint insured (if applicable).

Credit insurance is voluntary and not required in order to obtain this loan. You may select any insurer of your choice. You can get this insurance only if you check the "yes" box below and sign your name and write in the date. The rate you are charged for the insurance is subject to change. You will receive written notice before any increase goes into effect. You have the right to stop this insurance by notifying your credit union in writing. Your signature below means you agree that:

- If you elect insurance, you authorize the credit union to add the charges for insurance to your loan each month.

You are eligible for disability insurance only if you are working for wages or profit for 25 hours a week or more on the date of any advance. If you are not, that particular advance will not be insured until you return to work. If you are off work because of temporary layoff, strike or vacation, but soon to resume, you will be considered at work.

You are eligible for insurance up to the Maximum Age for Insurance. Insurance will stop when you reach that age.

NOTE: THE LIFE AND DISABILITY INSURANCE CONTAINS CERTAIN BENEFIT EXCLUSIONS, INCLUDING A PRE-EXISTING CONDITION EXCLUSION. PLEASE REFER TO YOUR CERTIFICATE FOR DETAILS.

YOU ELECT THE FOLLOWING INSURANCE COVERAGE(S)	YES	NO	INITIAL PREMIUM RATE SCHEDULE	INSURANCE MAXIMUMS	DISABILITY	LIFE
Single Credit Disability		<u>XX</u>	\$ <u>N/A</u>	MONTHLY TOTAL DISABILITY BENEFIT	\$800.00	N/A
Single Credit Life		<u>XX</u>	\$ <u>N/A</u>	INSURABLE BALANCE PER LOAN ACCOUNT	\$40,000	\$40,000
Joint Credit Life		<u>XX</u>	\$ <u>N/A</u>	MAXIMUM AGE FOR INSURANCE	66	70

EXHIBIT

B

tables

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO Timeliness Int. Inc. 4-2- 2007
Address P.O. Box 32152, Knoxville TN 37950
Make of Car CADILLAC

<small>Model</small> ESCALADE	<small>Type</small> EXT
<small>Year</small> 2007	<small>Serial No.</small> 3EYFK628279272799

Cash Price of Car	63,480 00
State of Tennessee Sales Tax	4,595 10
Total Cost, Including Accessories	68,075 10
Deposit	
Trade In Allowance	
Trade In Balance Owed	
Additional Cash Payment	
RECORD OF CAR TRADED IN	
<small>Make</small>	<small>Year</small>
<small>Model</small>	
<small>Vin #</small>	
TOTAL CREDIT	
BALANCE DUE	
PLUS TIME	
PAYMENT CHARGE	
TOTAL TIME PAYMENT COST <u>\$68,075.10</u>	

Payable in _____ **Payments of \$** _____ **And One Payment of \$** _____
Odometer Reading 3 miles **Actual Mileage May Differ**
LIEN HELD BY _____

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.
It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.
This order is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

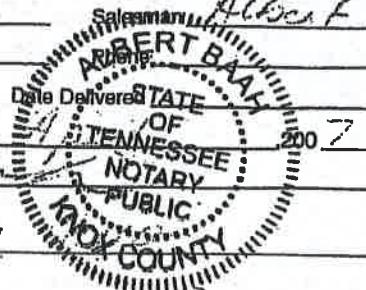
Buyer's Signature [Signature] **Salesman** Albert

Address _____

Authorized by [Signature]

Sworn to and subscribed before me this 2 **day of** October 2007

My Commission Expires October 10



**BILL OF SALE
AMERICAN EXCHANGE**

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO TIMELESS ENT. INC. 6/21/2006
Address 1001 CROOKED SPURS RD. KNOXVILLE TN
Make of Car INFINITI

Model <u>QX56</u>		Type <u>SUV</u>	
Year <u>2004</u>		Serial No. <u>5N3AA08C84N811797</u>	
Cash Price of Car		<u>\$37,500.00</u>	
State of Tennessee Sales Tax			
Total Cost, Including Accessories			
Deposit			
Trade in Allowance			
Trade in Balance Owed			
Additional Cash Payment			
RECORD OF CAR TRADED IN		TOTAL CREDIT	
Make	Year	BALANCE DUE	
Model		PLUS TIME	
Vin #		PAYMENT CHARGE	
		TOTAL TIME PAYMENT COST <u>\$37,500.00</u>	

Payable in _____ Payments of \$ _____ And One Payment of \$ _____
Odometer Reading 21,323. Actual Mileage May Differ
LIEN HELD BY N/A

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.
It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.
This order is not binding unless authorized by an officer of the company,

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature Donald Reynolds Jr. Salesman Albert

Address _____ Phone _____

Authorized by Albert Date Delivered 6/21/06

Sworn to and subscribed before me this 21 day of June, 2006

Bartholomew
Notary Public

My Commission Expires October 6, 2006



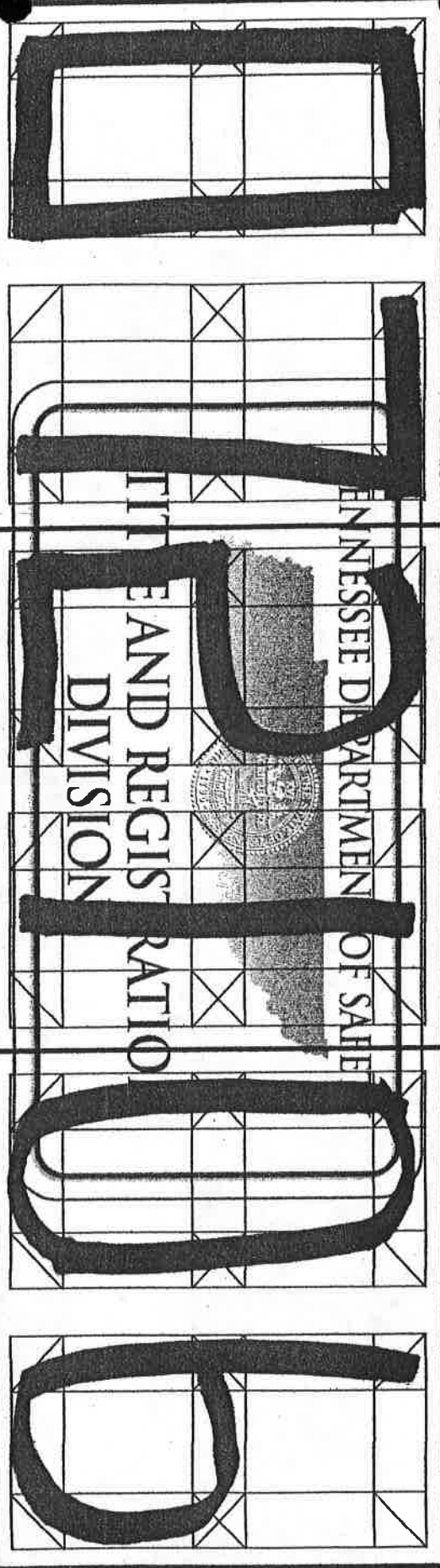


TENNESSEE DEPARTMENT OF SAFETY

THIRTY DAY LIMIT
EXPIRATION DATE



TEMPORARY PLATE



FEE: \$5.50 NOTICE: THIS PLATE IS VOID UNLESS FULLY EXECUTED BELOW IN INK

ISSUED FOR:	MAKE	YEAR	MODEL	COLOR	ODOMETER READING
10 FINITI		2004	QX56	Black	21,323

VIN #	ISSUED BY:	(IF BY DEALER, COMPANY NAME)	DEALER I.D. #
5N3AA08C84N811797	American Exchange		

ADDRESS	CITY
526 N. GAY STREET	KNOXVILLE



R328279

CERTIFICATE OF TITLE

RMD932

VEHICLE IDENTIFICATION NO.

YEAR MAKE OF VEHICLE

MODEL BODY

TITLE NO.

5N3AA08E84N811797 04 INF 082 UT 20549697

NEW USED PREVIOUS TITLE NO. PREV STATE SALES OR USE TAX ODOMETER

X HSD TN 1545.50 47 85

PREV OTHER TITLE NO. DATE ACQUIRED ACTUAL MILEAGE

11-05-04 10-22-04

NAME(S) AND ADDRESS OF REGISTERED OWNER(S)

HOLLIN PROPERTIES
PO BOX 24258
KNOXVILLE
TN 37933

DATE OF FIRST SECURITY INTEREST
FIRST LIENHOLDER

DATE OF SECOND SECURITY INTEREST
SECOND LIENHOLDER

RELEASE OF LIENS
(FIRST LIEN) INTEREST IN THE DESCRIBED VEHICLE IS
HEREBY RELEASED

NAME DATE RELEASED

AUTHORIZED SIGNATURE

(SECOND LIEN) INTEREST IN THE DESCRIBED VEHICLE
IS HEREBY RELEASED

NAME DATE RELEASED

AUTHORIZED SIGNATURE

Commissioner

CONTROL NO.

29010059

STATE OF TENNESSEE DEPARTMENT OF SAFETY

STORE IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

After the exercise of reasonable diligence in ascertaining whether or not the statements made in the application are true, the applicant above named has been duly recorded in this department as the owner of the motor vehicle described, subject to the below liens, if any. Any letter or other communications regarding motor vehicle Certificate of Title should be to: STATE OF TENNESSEE - TITLE AND REGISTRATION DIVISION, 44 VanLue Way, Suite 160, Nashville, Tennessee 37233-9030.

SP-950 (REV. 5/87)

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

FEDERAL and STATE LAW requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

ASSIGNMENT OF TITLE BY REGISTERED OWNER

This is to be filled in by the seller and delivered to the purchaser with the vehicle. Purchaser must make application for a new Certificate of Title with the County Clerk.

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address: (Record lien in space below)

Sutton Automotive Group P.O. Box 729 Fairman TN
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:
1. I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer. ☐
2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY ☒

23280
SIGNATURE AND ADDRESS OF SELLER(S) Haven Properties By: Wm. Anthony Foster
SELLER(S) NAME Haven Properties By: Wm. Anthony Foster
DATE OF SALE 6-17-06
SALES PRICE
Make, VIN, Value of trade-in
SIGNATURE OF BUYER(S) Wm. Anthony Foster
BUYER(S) NAME (Hand Printed) Wm. Anthony Foster

FIRST RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address: (Record lien in space below)

American Exchange 526 N. Day St. Knoxville, TN 37917
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:
1. I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer. ☐
2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY ☒
23386
SIGNATURE AND ADDRESS OF SELLER(S) Auto Automotive Group by Scott Kerley
SELLER(S) NAME (Hand Printed) Scott Kerley
DATE OF SALE 6-27-06
SALES PRICE
Make, VIN, Value of trade-in
State Sales Tax
SIGNATURE OF BUYER(S) Scott Kerley
BUYER(S) NAME (Hand Printed) AMERICAN EXCHANGE

Local Option Tax

SECOND RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address: (Record lien in space below)

Timeless Entertainment Inc. 10623 Alameda Dr. Knoxville, TN 37932
I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:
1. I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer. ☐
2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY ☒
23388
SIGNATURE AND ADDRESS OF SELLER(S) Auto Automotive Group
SELLER(S) NAME (Hand Printed) AMERICAN EXCHANGE
DATE OF SALE
SALES PRICE
Make, VIN, Value of trade-in
State Sales Tax
SIGNATURE OF BUYER(S) Timeless Ent. Inc.
BUYER(S) NAME (Hand Printed) TIMELESS ENT. INC.

Local Option Tax

THIRD RE-ASSIGNMENT BY LICENSED DEALER

The undersigned hereby certifies that the vehicle described in this title has been transferred to the following printed name and address: (Record lien in space below)

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:
1. I hereby certify that the mileage stated is in excess of the mechanical limits of the odometer. ☐
2. The odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY ☒
23388
SIGNATURE AND ADDRESS OF SELLER(S)
SELLER(S) NAME (Hand Printed)
DATE OF SALE
SALES PRICE
Make, VIN, Value of trade-in
State Sales Tax
SIGNATURE OF BUYER(S)
BUYER(S) NAME (Hand Printed)

Local Option Tax

LIEN HOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:

1ST LIEN IN FAVOR OF

NAME & ADDRESS

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO Timeless Ent. Inc 11/1/, 2006
Address 10623 Alameda Dr. Knoxville, TN 37932
Make of Car Dodge

Model <u>Charger</u>	Type <u>R/T</u>
Year <u>2005</u>	Serial No. <u>2B3KA53H16H1344267</u>

Cash Price of Car		20,300.00
State of Tennessee Sales Tax		1,572.50
Total Cost, Including Accessories		21,872.50
Deposit		
Trade in Allowance		
Trade in Balance Owed		
Additional Cash Payment		
RECORD OF CAR TRADED IN		TOTAL CREDIT
Make	Year	BALANCE DUE
Model		PLUS TIME
Vin #		PAYMENT CHARGE
TOTAL TIME PAYMENT COST		\$21,872.50

Payable in _____ Payments of \$ _____ And One Payment of \$ _____
Odometer Reading 9501 Actual Mileage May Differ
LIEN HELD BY N/A

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.

It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.

This order is not binding unless authorized by an officer of the company,

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature _____ Salesman _____

Address _____ Phone _____

Authorized by _____ Date Delivered _____

Sworn to and subscribed before me this _____ day of _____, 200_____

Notary Public

My Commission Expires _____

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO Timelen Int. Inc 7/12/, 2006
Address P.O. Box 52152, Knoxville TN 37920
Make of Car CHEVY

<small>Model</small> <u>Impala</u>	<small>Type</small> <u>SS</u>
<small>Year</small> <u>1996</u>	<small>Serial No.</small> <u>1G1BL52P1TR174093</u>

Cash Price of Car	8200	00
State of Tennessee Sales Tax		
Total Cost, Including Accessories	\$8200	00
Deposit		
Trade in Allowance		
Trade in Balance Owed		
Additional Cash Payment		
RECORD OF CAR TRADED IN		
<small>Make</small>	<small>Year</small>	
<small>Model</small>		
<small>Vin #</small>		
TOTAL CREDIT		
BALANCE DUE		
PLUS TIME		
PAYMENT CHARGE		
TOTAL TIME PAYMENT COST <u>\$8200.00</u>		

Payable in _____ Payments of \$ _____ And One Payment of \$ _____
 Odometer Reading 51370 Actual Mileage May Differ
 LIEN HELD BY N/A

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.

It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.

This order is not binding unless authorized by an officer of the company,

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature _____ Salesman Albert

Address _____ Phone _____

Authorized by _____ Date Delivered _____

Sworn to and subscribed before me this _____ day of _____, 2006

Notary Public

My Commission Expires _____

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

1/26/2007

SOLD TO Donald R Reynolds Jr
Address 10623 Alameda Dr. Knoxville, TN 37932
Make of Car DODGE

Model 300C	Type SRT8
Year 2006	Serial No. 2C3KA73W76H498298

Cash Price of Car	39,500.00
Trade Allowance	32,500.00
Trade diff.	7,000.00
State of Tennessee Sales Tax	641.50
Total Cost, Including Accessories	7641.50
Deposit	
Trade in Allowance	
Trade in Balance Owed	
Additional Cash Payment	

RECORD OF CAR TRADED IN		TOTAL CREDIT	
Make <u>Infiniti</u>	Year <u>2004</u>	BALANCE DUE	
Model <u>QX56</u>		PLUS TIME	
Vin # <u>5N3AA08C84N811797</u>		PAYMENT CHARGE	
TOTAL TIME PAYMENT COST \$7641.50			

Payable in _____ Payments of \$ _____ And One Payment of \$ _____
 Odometer Reading 56 miles Actual Mileage May Differ
 LIEN HELD BY _____

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.

It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.

This order is not binding unless authorized by an officer of the company,

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature _____ Salesman _____


Address _____ Phone _____

Authorized by _____ Date Delivered _____

Sworn to and subscribed before me this _____ day of _____, 2007

Notary Public

My Commission Expires _____

RO NUMBER		 TENNESSEE DEPARTMENT OF SAFETY APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION		REGISTRATION EXPIRES			
NEW OR CURRENT TITLE NUMBER				INVOICE NO.			
CLASS CODE / ISSUE YEAR				VIN			
LICENSE NO.		VALIDATION NO.	MAKE	YEAR	MODEL	BODY	COLOR
NEW	USED	FORMER TITLE NO.	STATE	DATE PURCHASED	LICENSE NO. / CLASS CODE / ISSUE YEAR / TRADE IN		
LAST NAME		FIRST NAME	MIDDLE INITIAL	PREVIOUS STATES TITLED			
LAST NAME		FIRST NAME	MIDDLE INITIAL	AXLES	MOBILE HOME		
STREET ADDRESS OR R.F.D.				LGTH	WIDTH	MAIL	
CITY				ZIP CODE	COMPANY VEHICLE NO.		
1ST LIENHOLDER				LIEN DATE			
STREET ADDRESS				CITY	STATE	ZIP CODE	
2ND LIENHOLDER				LIEN DATE			
STREET ADDRESS				CITY	STATE	ZIP CODE	
REGISTERED WT.	WT. CLASS SEATS	ODOMETER	LICENSE FEE				
PRINCIPAL DRIVERS LICENSE NO.		TOTAL SALES OR USE TAX PAID ON VEHICLE	CREDIT				
COST OF VEHICLE		COMPUTATION OF <input type="checkbox"/> SALES TAX <input type="checkbox"/> USE TAX	TAXES PAID	PENALTY			
TRADE-IN ALLOWANCE		Local Rate (Subject to Maximum)		LEASE FEE			
TAXABLE AMOUNT		Credit Sales or Use Tax Paid in State of		TRANSACTION			
		Tax Due		TOTAL REGISTRATION			
I certify the information given is correct and there are no liens against the vehicle except those identified:		Signature of Owner		Owner Phone Number		ISSUANCE FEE	
DATE OF APPL. CATION	COUNTY CLERK	COUNTY STICKER NO.	REG. CTY.	COUNTY FEE	TOTAL		

I CERTIFY THAT I AM A RESIDENT OF:

KNOX

COUNTY ()

41668945

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO BRENDA BROOKS 12/10/2005
Address 300 SURREY RD. KNOXVILLE 37915
Make of Car INFINITY

<small>Model</small> Q 45	<small>Type</small> 4 DOOR
<small>Year</small> 1996	<small>Serial No.</small> JNKN501D9TM403621

Cash Price of Car	1500 00										
State of Tennessee Sales Tax	138 75										
Total Cost, Including Accessories	1638 75										
Deposit											
Trade in Allowance											
Trade in Balance Owed											
Additional Cash Payment											
RECORD OF CAR TRADED IN											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><small>Make</small></td> <td style="width: 50%;"><small>Year</small></td> </tr> <tr> <td><small>Model</small></td> <td> </td> </tr> <tr> <td><small>Vin #</small></td> <td> </td> </tr> </table>	<small>Make</small>	<small>Year</small>	<small>Model</small>		<small>Vin #</small>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><small>TOTAL CREDIT</small></td> </tr> <tr> <td><small>BALANCE DUE</small></td> </tr> <tr> <td><small>PLUS TIME</small></td> </tr> <tr> <td><small>PAYMENT CHARGE</small></td> </tr> </table>	<small>TOTAL CREDIT</small>	<small>BALANCE DUE</small>	<small>PLUS TIME</small>	<small>PAYMENT CHARGE</small>
<small>Make</small>	<small>Year</small>										
<small>Model</small>											
<small>Vin #</small>											
<small>TOTAL CREDIT</small>											
<small>BALANCE DUE</small>											
<small>PLUS TIME</small>											
<small>PAYMENT CHARGE</small>											
TOTAL TIME PAYMENT COST \$1638.75											

Payable in _____ Payments of \$ _____ And One Payment of \$ _____
 Odometer Reading _____ Actual Mileage May Differ
 LIEN HELD BY _____

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.
 It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.
 This order is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature _____ Salesman _____
 Address _____ Phone 525-2201
 Authorized by _____ Date Delivered _____
 Sworn to and subscribed before me this _____ day of _____, 2005

Notary Public

My Commission Expires _____

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET
KNOXVILLE, TN 37917
(865) 523-5643 FAX 523-5690

SOLD TO TIMELESS ENTERTAINMENT INC ^{July 1, 2005}
Address 1001 CROOKED SPRINGS RD. KNOX, TN 37
Make of Car CADILLAC

Model <u>ESCALADE</u>	Type <u>SUV</u>
Year <u>2002 (green)</u>	Serial No. <u>15YEK63N62R101031</u>

Cash Price of Car	<u>Tax included.</u>	<u>AD</u> 31,081.50
	<u>Sale Price</u>	\$29,000.00

State of Tennessee Sales Tax	<u>2181.50</u>
------------------------------	----------------

Total Cost, Including Accessories	
-----------------------------------	--

Deposit	
---------	--

Trade in Allowance	
--------------------	--

Trade in Balance Owed	
-----------------------	--

Additional Cash Payment	
-------------------------	--

RECORD OF CAR TRADED IN	TOTAL CREDIT
-------------------------	--------------

Make	Year	BALANCE DUE
------	------	-------------

Model		PLUS TIME
-------	--	-----------

Vin #		PAYMENT CHARGE
-------	--	----------------

TOTAL TIME PAYMENT COST	<u>AD</u> \$31,081.50
-------------------------	-----------------------

Payable in _____ Payments of \$ _____ And One Payment of \$ _____

Odometer Reading 46,247. Actual Mileage May Differ

LIEN HELD BY N/A

No Salesman's verbal agreement is binding on the Company; all terms and conditions of this sale are expressed in this agreement. We do not guarantee the mileage, model or condition.

It is understood and agreed that the Title of Ownership of car as above described does not pass to me until the final cash payment is made and all checks or notes on this car are honored. I certify that the car I am trading in is free from all encumbrances except as stated above and agree to take the above car AS IS.

This order is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that the car I am trading in is my property.

Buyer's Signature CEO David R. Reynolds Salesman Albert

Address 1001 Crooked Springs Rd Knoxville TN 37912 Phone 388-5462

Authorized by Albert Date Delivered July 1, 2005

Sworn to and subscribed before me this 1st day of July, 2005

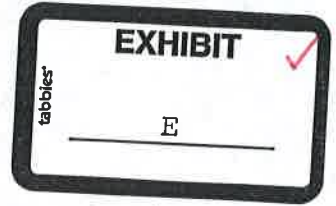
Donald R. Reynolds Jr.
Notary Public

My Commission Expires October 6, 2006

DONALD R. REYNOLDS JR.
will leave to sign.



Bank of America



Capture Date: 20070516 Sequence #: 0892217383

TIMELESS ENTERTAINMENTS INC.
P.O. BOX 52152
KNOXVILLE, TN 37950-2152

1015

DATE 5-14-07

PAY TO THE ORDER OF American Exchange \$ 4,000.00

Four thousand dollars and 00/100 DOLLARS

Bank of America

ACH RT 004000020

FOR Cedellon EXT 02 BALANCE Donald R. Reyle Jr.

⑈001015⑈ ⑆064000020⑆ 003785921977⑈ ⑈0000400000⑈

05162047 05/15/07
0040-0002-6 064207195
0702852384 1003860950

NOV 15 2007
10:17 25972

FOR DEPOSIT ONLY
KNOXVILLE TEACHERS
FEDERAL CREDIT UNION
00 2207 0

Electronic Endorsements

Date	Sequence	Bank #	BOFD	TRN	BankName
20070516	000702852384	84000026	N	Y	FIRST TENNESSEE BANK, NA
20070516	000892217383	111012822	N	N	BANK OF AMERICA, NA

No Payee Endorsements Found

Chicago Police Department
Organized Crime Division



Asset Forfeiture Unit
Vehicle Management
3340 W. Fillmore
Chicago IL 60624

Fax: 312.746.7279
Voice: 312.746.7146
Fax: 4339

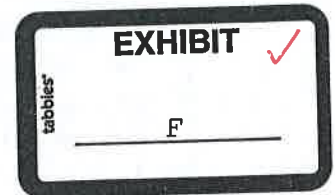
FAX TRANSMISSION COVER SHEET

312-746-7637

LIEN HOLDER #

8:30AM -

Date: 31 July 2007
To: Carol Baumann
Fax: 865 - 862 - 0007
Subject: 2007 Cadillac Escalade
Sender: P.O. Kathy Sheppard



YOU SHOULD RECEIVE 6 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU
DO NOT RECEIVE ALL THE PAGES, PLEASE CALL .

NOTES: Thanks for all of your help.



BT 3:00

1812

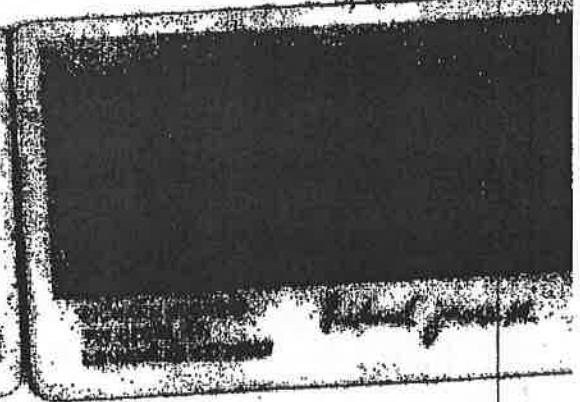
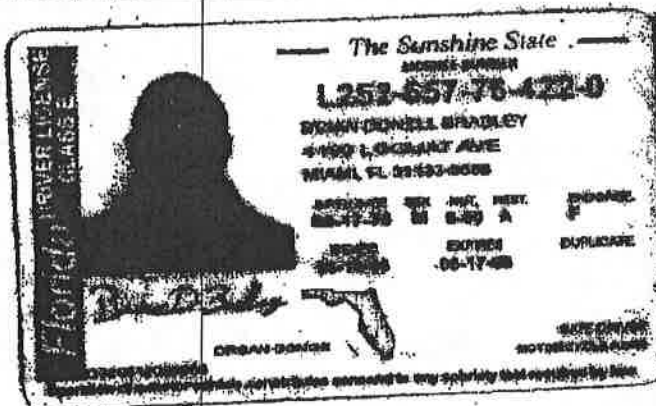
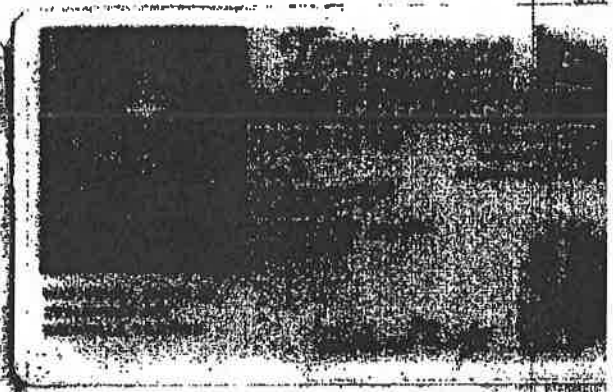
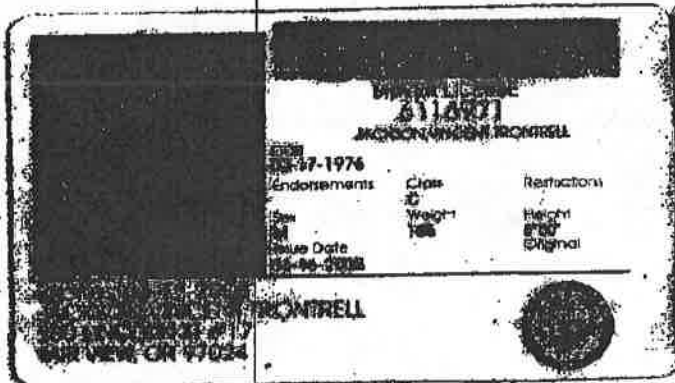
RD# HN 477699

EVENT# 07774

RAID# 189-07-2056

THOMPSON #7

TIME 8:55



VEHICLE TOW REPORT

CHICAGO POLICE DEPARTMENT

1. BEAT OF ASSIGNMENT

6280F

2. BEAT OF OCCURRENCE

3100

3. RD. NO.

HN - 477699

Hand # 2052

4. IMMEDIATE (Check one)

☐ PARKED ON PRIVATE PROPERTY WITHOUT CONSENT OF PROPERTY OWNER/AGENT, VEHICLE OWNER UNKNOWN, AND A COMPLAINT (CPD-11.478) HAS BEEN SIGNED BY THE PROPERTY OWNER/AGENT.

☐ TRAFFIC CRASH - VEHICLES WHICH CANNOT BE DRIVEN SAFELY FROM THE SCENE, ARE OBSTRUCTING THE FLOW OF TRAFFIC, OR CAUSING A HAZARDOUS CONDITION, AND THE OPERATOR IS UNWILLING/UNABLE TO OBTAIN TOW.

☒ ARRESTEE'S PROPERTY - MOTOR VEHICLE CONTROLLED BY ARRESTEE.

☐ HAZARD - MOTOR VEHICLE OBSTRUCTING TRAFFIC FLOW. INDICATE VIOLATION IN NARRATIVE.

☐ HIT & RUN - LEAVING THE SCENE OF A MOTOR VEHICLE ACCIDENT. WHEN VEHICLE CONNECTED WITH AN ADDITIONAL OFFENSE, REQUEST REC TO NOTIFY INVESTIGATING UNIT.

☐ NO INSURANCE AND ☐ SUSPENDED ☐ REVOKED OR ☐ NO DRIVER'S LICENSE (625 ILCS 6-101) - TOW OF A VEHICLE BELONGING TO AN INDIVIDUAL WHO HAS NO INSURANCE FOR THE VEHICLE AND NO DRIVER'S LICENSE OR WHOSE DRIVER'S LICENSE IS SUSPENDED OR REVOKED.

☐ PUBLIC ADMINISTRATOR'S/MEDICAL EXAMINER'S CASES - MOTOR VEHICLE OF DECEASED PERSON INVOLVED IN AN ESTATE OR MEDICAL EXAMINER'S CASE.

☐ STOLEN - TOW AUTHORIZED BY OWNER/COMPLAINANT. HAZARD OR RECOVERED VEHICLE ILLEGALLY PARKED, OR NEEDED FOR FURTHER INVESTIGATION.

5. IMPOUNDMENT (Check one)

☐ CHILDREN ON THE STREETS AT NIGHT MCC 8-16-020

☐ DUMPING ON REAL ESTATE WITHOUT PERMIT MCC 7-28-440

☐ POSSESSION OF FIREARM IN MOTOR VEHICLE MCC 8-20-015

☐ SOUND DEVICE RESTRICTION MCC 11-4-1115

☐ STREET SOLICITATION FOR PROSTITUTION MCC 8-8-060

☒ UNLAWFUL DRUGS IN MOTOR VEHICLE MCC 7-24-225

☐ UNLICENSED PUBLIC PASSENGER VEHICLE MCC 9-112-555

☐ OTHER MCC VIOLATION (CITE VIOLATION IN NARRATIVE)

☐ OTHER ILCS VIOLATION (CITE VIOLATION IN NARRATIVE)

6. SEIZURE (Check one)

☐ SEIZURE 625 ILCS 5/4-107(4)

☐ SEIZURE 720 ILCS 5/36-1

☒ FORFEITURE 720 ILCS 550/12

☐ FORFEITURE 720 ILCS 570/505

7. OTHER (Check one)

☒ HOLD FOR INVESTIGATION

☐ WANTED VEHICLE

☐ HOLD FOR CONFIDENTIAL VIN CHECK

☐ OTHER VIOLATION (CITE VIOLATION IN NARRATIVE)

8. LOCATION OF VEHICLE

3340 W. Fillmore

9. MOTOR VEHICLE INVENTORY NO.

POUND

10. YEAR

2007

11. MAKE

CADILLAC

12. MODEL

ESCALADE

13. BODY STYLE

4 DOOR

14. VIN NO.

3GYFK628276272799

15. LICENSE PLATE NO.

816 PNL

STATE

TENN

MO./YR./EXP.

16. CITY LICENSE NO.

NONE ON VEHICLE

17. NAME ☒ OWNER ☐ ARRESTEE

TIMELESS ENT INC PO BOX 52152

18. ADDRESS

52152

19. HOME PHONE

()

20. BUSINESS PHONE

()

21. OWNERSHIP

VERIFIED ☒ YES ☐ NO

22. NAME ☐ DRIVER ☐ ARRESTEE

23. ADDRESS

KNOXVILLE TN

24. HOME PHONE

()

25. BUSINESS PHONE

()

26. I.D. VERIFIED

☐ YES ☐ NO

27. PERSONAL PROPERTY IN VEHICLE

☐ YES ☐ NO

28. DESCRIBE IN NARRATIVE

28. PROPERTY INVENTORY NO.

29. PROPERTY INVENTORIED BY - NAME

STAR NO.

DISTRICT

DATE/TIME

30. VEHICLE INVENTORY

EXTERIOR	NO	YES	ENGINE COMPARTMENT	NO	YES	UNK	INTERIOR	NO	YES	UNK
DOORS LOCKED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	AIR CONDITIONING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AIR BAG DAMAGED (ATTEMPT THEFT)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOOR LOCKS PUNCHED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	COMPRESSOR MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	AIR BAG MISSING (THEFT)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EXTERIOR DAMAGED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ALTERNATOR/GENERATOR MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COMPUTER MICRO PROCESSOR CHIP MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GLASS BROKEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	BATTERY MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.B. RADIO IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HUB CAPS MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CARBURETOR MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	C.D. PLAYER IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SUN ROOF MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ENGINE MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	CUSHIONS MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TIRE(S) MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADIATOR MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	GLOVE BOX LOCKED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TIRE(S) SWITCHED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	STARTER MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IGNITION DAMAGED/PULLED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
T-TOP MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TRANSMISSION MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	INTERIOR DAMAGED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
WHEELS MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OTHER - SPECIFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	KEYS IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SPARE TIRE IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	REAR SEAT CUSHIONS PULLED	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOOLS IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RADIO MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRUNK LOCKED	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	SEATS MISSING	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TRUNK LOCK PUNCHED	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TAPE PLAYER IN VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OTHER - SPECIFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	OTHER - SPECIFY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

31. FOLLOW-UP INVESTIGATING UNIT NOTIFIED BY

32. PERSON NOTIFIED

UNIT NOTIFIED

DATE/TIME

23 JUL 07 11

33. OFFICER REQUESTING TOW

STAR NO.

UNIT/ASSIGN.

34. OFFICER REQUESTING TOW

STAR NO.

UNIT/ASSIGN.

35. STREETS AND SANITATION NO.

36. DATE/TIME TOW ORDERED

37. DATE/TIME INVESTIGATION COMPLETED

38. TOW DRIVER'S NAME

TRUCK NO.

DATE/TIME

39. TOW DRIVER'S APPROVING

STAR NO.

DATE/TIME

CPD-11.413 (REV. 6/99)

LIST DISCREPANCIES IN THE NARRATIVE ON THE REVERSE SIDE.

ARRESTEE'S VEHICLE CONTAINED A
FEDERAL EXPRESS PARCEL WHICH
CONTAINED 5,267 GRAMS OF CANNABIS.
VEHICLE WAS SEIZED, PRISONER'S
PROPERTY.

I HAVE READ THIS REPORT AND BY MY SIGNATURE
INDICATE THAT IT IS ACCEPTABLE.

SUPERVISOR'S SIGNATURE

STAR NO.

DATE (DAY-MO-YR.)

Cannot Read
Original
ingrants
8/14/04
DTG

AMERICAN EXCHANGE

32 NORTH GAY STREET

INDOXVILLE TENN 37017

(855) 823-4543 FAX (615) 559-5559

SOLD TO

Address

Make of car

License Plate No.

State of Tennessee

County of Davidson

Owner

Vehicle Make/Model

Vehicle Year/Color

Additional Equipment

Vehicle Identification Number

Vehicle Title

Vehicle Year/Color

Vehicle Make/Model

Vehicle Year/Color

TOTAL TIME PAYMENT OF

Payable to

Owner's Name

Client Name

Buyer's Signature

Address

Authorized by

Signed and subscribed before me this

Day of

Notary Public

My Commission Expires

BILL OF SALE AMERICAN EXCHANGE

526 NORTH GAY STREET

KNOXVILLE, TN 37917

(865) 523-5613 FAX 523-5690

SOLD TO

Address

Make of Car

Cash Price of Car

State of Tennessee Sales Tax

Total Cost Including Accessories

Deposit

Trade-In Allowance

Trade-In Balance Owed

Additional Cash Payment

RECORD OF CASH TRADE-IN

TOTAL CREDIT

BALANCE DUE

PLUS TIME

PAYMENT CHARGE

TOTAL TIME PAYMENT COST

Payable in

Payments of

And One Payment of

Odometer Reading

Miles

Actual Mileage May Differ

WARRANTY

AMERICAN EXCHANGE, INC. warrants that the vehicle described herein is a new vehicle of the make, model and year described herein. It further warrants that the vehicle is free from all liens, claims, and encumbrances, except as noted above. This warranty is void if the vehicle is used for commercial purposes or is involved in an accident. This warranty is not binding unless authorized by an officer of the company.

I hereby certify that I am eighteen years of age or over, and that I have read and understand the terms of this agreement.

Buyer's Signature

Address

Authorized by

Sworn to and subscribed before me this

day of

Notary Public

My Commission Expires



Get out there
9/23/07
5/14/07
5/17/07

BODY NUMBER NEW OR CURRENT TITLE NUMBER CLASS CODE / ISSUE YEAR 1000/2006		TENNESSEE DEPARTMENT OF SAFETY APPLICATION FOR CERTIFICATE OF TITLE AND REGISTRATION		REGISTRATION EXPIRES 5 30 08 INVOICE NO.	
LICENSE NO. 816PNI		VALIDATION NO. 004481600		VIN 3GYFK62827G272799	
MAKE RADI		YEAR 07		MODEL EXT	
BODY 4W		COLOR 9			
NEW USED FORMER TITLE NO. N MSC		STATE TN		DATE PURCHASED 05 09 07	
LAST NAME BAAN		FIRST NAME ALBERT		LICENSE NO. / CLASS CODE / ISSUE YEAR / TRADE IN /0000/0000	
LAST NAME 0		FIRST NAME 0		PREVIOUS STATES/TITLES 0	
STREET ADDRESS OR R.F.D. 1536 CLIFFSIDE LANE		CITY KNOXVILLE		STATE TN	
ZIP CODE 37914		1ST LICHOLDER 01 70579 E-12 FEDERAL CREDIT UNION		LICH DATE 5 9 07	
STREET ADDRESS PO BOX 2512		CITY OAK RIDGE		STATE TN	
ZIP CODE 37831-2512		2ND LICHOLDER 00		LICH DATE 00	
STREET ADDRESS 00		CITY 00		STATE 00	
FATHERLAND WT. 00		WT. CLASS 00		DOORHUB 15	
PRINCIPAL DRIVERS LICENSE NO. 00		TOTAL SALES OR USE TAX PAID ON VEHICLE 21.50		LICENSE FEE 21.50	
COST OF VEHICLE 00		COMPUTATION OF <input type="checkbox"/> SALES TAX <input type="checkbox"/> USE TAX		TAXES PAID 00	
TRADE-IN ALLOWANCE 00		Local Sales (Subject to Maximum) 00		PENALTY 00	
TAXABLE AMOUNT 00		Credit Sales or Use Tax Paid in State of 00		LEASE FEE 00	
TAX-10 00		TOTAL REGISTRATION 21.50		TRANSACTION 00	
I certify the information given is correct and there are no liens against the vehicle except those identified:		TITLE FEE 5.00		TOTAL 36.50	
Signature of Owner 05 01 07		Owner Phone Number 00		SALES TAX 00	
DATE OF APPLI- CATION 05 01 07		COUNTY CLERK ROY TEAWOOD		COUNTY FEE 00	
COUNTY CLERK 00		COUNTY STICER NO. 00		TOTAL 34.50	

I CERTIFY THAT I AM A RESIDENT OF _____ COUNTY, _____ STATE.

SF-0093 (Rev. 8/03)

3 OWNER

RDA-882



August 3, 2007

Location:

Albert Baah

Oak Ridge

1536 Cliffside Ln

West Knoxville

Knoxville, TN 37914

Campbell County

Blount County

Kingston

North Knoxville

Clinton

Re: 2007 CADILLAC ESCALADE

VIN #:

Loan #: 0000830236 - 01

Balance: \$ 28,372.53

Dear Albert Baah:

This letter is to advise you that on 08/03/2007 the above mentioned vehicle was repossessed by Y-12 Federal Credit Union. You have until 5:30 PM 08/13/2007 to pay off the vehicle in the amount shown, plus any fees associated with this repossession. If not, the vehicle will be sold by private sale sometime after 9:00 AM 08/14/2007.

All proceeds from the sale will be applied to your outstanding debt. If sold for less than the balance, you will be notified of any remaining balance. If sold for more than the balance owed, the proceeds will be returned to you less any amount owed to other secured parties. You may request a detailed accounting of this debt by calling this office.

Sincerely,

Ron Arms
Senior Collector
(865) 482-1043 ext. 303
1-800-482-1043 ext. 303

Senior Collector

By certified mail

Oak Ridge

501 Lafayette Drive

Oak Ridge, Tennessee 37830

865/ 482-1043

Fax:

865/ 482-5488

Cyberspace Branch:

<http://www.y12fcu.org>

E-mail

Netlink@y12fcu.org



0000830236 BAAH,ALBERT Loan 01: 2007 CADILLAC ESCALADE Transaction Summary

04/17/2008

Post Date	ID	Eff Date	Transaction	Trans Amt	Balance Chg	Int/Pnly	Fees	New Balance	Description	Prev Available
08/09/2007	L 01	08/09/2007	Check Paym... REPO FEES	30,163.55	-29,817.53	346.02	0.00	0.00		0.00
08/07/2007	L 01	08/07/2007	Advance	1,445.00	1,445.00	0.00	0.00	29,817.53		0.00
07/12/2007	L 01	07/12/2007	Cash Payment	706.01	-570.70	135.31	0.00	28,372.53		0.00
07/12/2007	L 01	07/12/2007	Cash Payment	706.01	0.00	656.01	50.00	28,943.23		0.00
05/10/2007	L 01	05/10/2007	Check 00 461214 Disbursed Check New L...	28,943.23	28,943.23	0.00	0.00	28,943.23		0.00

3GYFK62827G272799

2007

CADI

EXT

4W

85749021

DATE OF FIRST SECURITY INTEREST 05-09-2007
FIRST LIENHOLDER CODE 70579Y-12 FEDERAL CREDIT UNION
PO BOX 2512
OAK RIDGE TN 37831 - 2512FIRST LIEN RELEASED BY
Evelyn L. Smith 8-10-07
SIGNATURE RELEASE DATE

EXHIBIT

H

Y-12 FEDERAL CREDIT UNION
PO BOX 2512
OAK RIDGE TN 37831 - 2512STATE OF TENNESSEE
DEPARTMENT OF REVENUE

0000001

830236-01

STATE OF TENNESSEE

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE DOCUMENT BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

CERTIFICATE OF TITLE
VEHICLE IDENTIFICATION NUMBER 3GYFK62827G272799
YEAR 2007
MAKE CADI
MODEL EXT
BODY TYPE 4W
TITLE NUMBER 85749021NEW USED DEMO X
PREVIOUS TITLE NO MSO
PREV STATE TN
SALES OR USE TAX CO 05
ODOMETER 15PREV OTHER TITLE ST: TN
DATE TITLE ISSUED 06-05-2007
DATE VEHICLE ACQUIRED 05-09-2007

REMARKS

ACTUAL MILEAGE

ALBERT BAAH
1536 CLIFFSIDE LANE
KNOXVILLE TN 37914

0702746447

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

Evelyn L. Smith 8-10-07
SIGNATURE RELEASE DATE

DATE OF FIRST SECURITY INTEREST 05-09-2007

FIRST LIENHOLDER CODE 70579

Y-12 FEDERAL CREDIT UNION
PO BOX 2512
OAK RIDGE TN 37831 - 2512

4271467



THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.

CARmax®**Vehicle Purchase Agreement**

This **Vehicle Purchase Agreement** (the "Agreement") is entered into as of 08/15/2007, between the Seller(s) and the Purchaser, CarMax. In this Agreement, the words "we," "us," and "our" mean the Purchaser, and the words "you" and "your" mean the Seller.

Seller's Name ALBERT BAAH Social Security No. _____

Seller's Address 1536 CLIFFSIDE LN. KNOXVILLE TN 37914

Seller's Name _____ Social Security No. _____

Seller's Address _____

Purchaser's Store Name / Location CarMax Auto Superstores, Inc.

Purchaser's Address 11225 PARKSIDE DRIVE KNOXVILLE TN 37934

You propose to sell the following vehicle (the "Vehicle") to Purchaser:

Year 2007 Make CADILLAC Model ESCALADE VIN 3GYFK62827G272799 Mileage 12,251

AGREEMENT TO SELL VEHICLE

By executing this Agreement, you hereby sell, transfer, and convey all rights, title, and interest in and to the Vehicle to us, our successors and assigns, and we hereby accept all such rights, title, and interest in and to the Vehicle. In consideration of the sale of the Vehicle to us and the making of warranties and representations, we hereby agree to pay you \$ 44,750.00 (the "Purchase Offer"), which represents the CarMax Appraised Value as reflected on the CarMax Appraisal.

SEPARATE TRANSACTION

You understand and agree that **THE SALE OF THE VEHICLE TO US IS A FINAL SALE** and is in no way connected to any purchase by you of a vehicle from CarMax. You understand and agree that a subsequent purchase of a vehicle from CarMax is a separate transaction and is distinct from this purchase of the Vehicle by CarMax from you.

TITLE TRANSFER AND LIENHOLDER INFORMATION

You hereby represent and warrant to us that you are the sole legal and record owner of the Vehicle, that no other party has any interest in or to the Vehicle unless disclosed below, and that:

☒ The Vehicle is free from all security interests, liens, charges, and encumbrances ("Liens") and that you have the right to sell the vehicle outright; or

☐ Upon payoff to the following lienholder(s): _____ ("Lienholder") the Vehicle will be free from all Liens.

You represent and warrant that the Lienholder(s) is the only party with Liens against the Vehicle and that \$ 0.00 is the total estimated payoff of the Liens on the Vehicle (the "Estimated Payoff"). You agree that you are liable and responsible for paying the entire amount of the actual payoff owed to any Lienholder, including any fees, penalties, interest or other amounts assessed by the Lienholder ("Actual Payoff"). You and Purchaser further agree that:

☐ You are financing the Estimated Payoff in connection with financing the purchase of another vehicle by you from CarMax; or

☐ You are paying to CarMax an amount equal to the Actual Payoff less the Purchase Offer, in cash or certified funds.

VEHICLE MILEAGE DISCLOSURE

Seller has executed an Odometer Disclosure Statement, which is incorporated herein by reference. You represent and warrant that the odometer of the Vehicle reflects the actual mileage of the Vehicle, unless one of the following statements is checked:

____ Reflects the amount of mileage in excess of its mechanical limits. ____ Is NOT actual mileage, meaning there is an odometer discrepancy.

PLEASE SEE THE REVERSE OF THIS DOCUMENT FOR ADDITIONAL TERMS OF THIS AGREEMENT.

You acknowledge receiving and reading entirely, prior to signing below, a copy of this Agreement, the CarMax Appraisal, and the CarMax Purchase Procedures, all of which are incorporated herein by reference. You acknowledge reviewing and completing the DISCLOSURE OF VEHICLE HISTORY AND CONDITION section on the reverse of this document. By executing this document, you represent that you intend to be bound by this Agreement.

SELLER: [Signature] 08/15/2007
Seller's Signature Date

Seller's Signature Date

PURCHASER: CarMax as Agent
By: [Signature] 08/15/2007
Purchaser's Signature Date

By: [Signature]
Purchaser's Name (Print)

PFF291

Order #

Revision Date 10/06

carmax.com



MIS ID 1500000
Legal - JV

EXHIBIT

I

**CARmax**

Dear CarMax Customer:

CarMax has issued you a **bank draft**, a special type of instrument commonly used to purchase motor vehicles. Please note that you cannot simply cash the bank draft. Instead, you must deposit the bank draft in your savings or checking account. Also, your bank will typically place a hold on the bank draft that can last from 3 to 10 banking days. For this reason, you are encouraged to check with your bank for its hold policy and to confirm the availability of funds before attempting to draw on the bank draft.

We appreciate your continued business and look forward to working with you in the future.

Sincerely,

CarMax Business Office

Customer Signature
(Acknowledges Receipt)

Customer Printed Name

8/15/07

Date

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY TYPE	TITLE NUMBER
3GYFK62827G272799	2007	CADI	EXT	4W	85749021

NEW USED DEMO	PREVIOUS TITLE NO	PREV STATE	SALES OR USE TAX	CO	ODOMETER
X	MSO	TN		05	15

PREV OTHER TITLE ST: TN

DATE TITLE ISSUED 06-05-2007

REMARKS

DATE VEHICLE ACQUIRED 05-09-2007

ACTUAL MILEAGE

ALBERT BAAH
1536 CLIFFSIDE LANE
KNOXVILLE TN 37914



0702746447

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

Elizabeth S. Sins 8-10-07
SIGNATURE RELEASE DATE

DATE OF FIRST SECURITY INTEREST 05-09-2007

FIRST LIENHOLDER CODE 70579

Y-12 FEDERAL CREDIT UNION

PO BOX 2512

OAK RIDGE

TN 37831 - 2512

4271467

PVF318101

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK, HOLD AT AN ANGLE TO SEE THE MARK.

AMERICAN EXCHANGE
526 North Gay St.
Knoxville, TN
37917

Albert Baah
Owner

Phone: 865-523-5643
Fax: 865-523-5690

Attn: John B

CERTIFICATE OF TITLE

VEHICLE IDENTIFICATION NUMBER 3GYFK62827G272799 YEAR 2007 MAKE CADI MODEL EXT BODY TYPE 4W TITLE NUMBER 85749021

NEW USED DEMO X PREVIOUS TITLE NO MSO PREV STATE TN SALES OR USE TAX CO 05 ODOMETER 15

PREV OTHER TITLE ST: TN

DATE TITLE ISSUED 06-05-2007

REMARKS

DATE VEHICLE ACQUIRED 05-09-2007

ACTUAL MILEAGE

ALBERT BAAH
1536 CLIFFSIDE LANE
KNOXVILLE TN 37914



0702746447

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN
SUBMITTED UNDER TENNESSEE CODE ANNOTATED,
55-3-101, TITLE TO THE MOTOR VEHICLE DESCRIBED
ABOVE IS VESTED IN THE OWNER'S NAME HEREIN.
THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED
FOR SAID MOTOR VEHICLE.

FIRST LIEN RELEASED BY

Elizabeth S. Smith 8-10-07
SIGNATURE RELEASE DATE

DATE OF FIRST SECURITY INTEREST 05-09-2007

FIRST LIENHOLDER CODE 70579

Y-12 FEDERAL CREDIT UNION
PO BOX 2512
OAK RIDGE

TN 37831 - 2512

4271467

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK.



AMERICAN EXCHANGE
526 North Gay St.
Knoxville, TN 37917

Albert Baah
Owner

Phone: 865-523-5643
Fax: 865-523-5690

FILED

IN THE CHANCERY COURT FOR KNOX COUNTY, TENNESSEE

TIMELESS ENTERTAINMENT, INC.,

2000 SEP 26 PM 1:42

Plaintiff,

EDWARD G. HOGAN

vs.

Docket No. 172039-3✓

ALBERT BAAH, individually and
d/b/a AMERICAN EXCHANGE

Defendants.

REQUESTS TO ADMIT

TO: Albert Baah, individually and d/b/a
American Exchange, and his attorney
Douglas L. Rose, Esq.
507 S. Gay Street, Suite 700
Knoxville, Tennessee 37902

Comes the Plaintiff, pursuant to Rule 36.01, Tennessee Rules of Civil Procedure, and submits the following Requests to Admit to the Defendant, Albert Baah. These Requests to Admit are to be admitted or specifically denied within thirty (30) days after service of this request. If the Defendant cannot admit or deny the following, the Defendant shall set forth in detail the reasons why the matter cannot be truthfully admitted or denied. Further, the answering parties may not give lack of information or knowledge as a reason for failure to admit or deny unless they state that they have made reasonably inquiry and that the information known or readily obtainable by them is insufficient to enable them to admit or deny. The Plaintiff requests the Defendant admit the following:

1. Please admit that you were indebted to the Plaintiff in the approximate amount of \$24,000 immediately prior to your sale of the Vehicle to the Plaintiff.