**** § 362 INFORMATION COVER SHEET **†**

Robert C. Graham, LTD.
fdba Rob Graham & Associates
fdba Lawyers West
Debtor(s)

16-16655-btb
Case No:

Motion #:

Bank of America, N.A.

MOVANT

Chapter: 7

Certification of Attempt to Resolve the Matter without Court Action:

Moving counsel hereby certifies that pursuant to the requirements of LR 4001(a)(2), an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: March 30, 2017

Signature: /s/Gregory L. Wilde
Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 2014 BMW 750 XI, VIN WBAYB6C50ED224759

NOTICE SERVED ON: Debtor(s)☒; Debtor (s) Counsel☒; Trustee ☒

DATE OF SERVICE: ______________________

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS: *

1st Bank of America, N.A. - $57,730.51

Other:______________________

Total Encumbrances: $57,730.51

APPRAISAL or OPINION as to VALUE:
"NADA guides" $42,925.00

TERMS OF MOVANT'S CONTRACT WITH THE DEBTOR:*

Amount of Note: $86,633.80
Interest Rate: Current 3.140%
Duration: 72 months
Payment Per Month: $ 1,323.45
Date of Default: January 11, 2017
Amount of Arrearages: 2,646.65
Date of Notice of Default: N/A
SPECIAL CIRCUMSTANCES: **The undersigned hereby certifies that an attempt has been made to confer with debtor(s) counsel, or with debtor(s) and that more than three (3) business days have expired, and that after sincere effort to do so, counsel has been unable to resolve this matter without court action.**

SUBMITTED BY: Gregory L. Wilde, Esq.

SIGNATURE: /s/Gregory L. Wilde

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1st ______________________

2nd ______________________

3rd ______________________

4th ______________________

Other: ______________________

Total Encumbrances: $______________________

APPRAISAL or OPINION as to VALUE:

DEBTOR'S OFFER OF "ADEQUATE PROTECTION" FOR MOVANT:

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: ______________________

SIGNATURE: ______________________

* All amounts due to Movant as of March 8, 2017.

TIFFANY & BOSCO, P.A
Gregory L. Wilde, Esq.
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Bank of America, N.A.
17-70845

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

LAS VEGAS

In Re: Robert C. Graham, LTD. fdba Rob Graham & Associates fdba Lawyers West, Debtor.	Bk Case No.: 16-16655-btb Date: May 9, 2017 Time: 10:00 a.m. Chapter 7

MOTION FOR RELIEF FROM AUTOMATIC STAY

Secured Creditor Bank of America, N.A., Secured Creditor herein, alleges as follows:

1. That on or about December 15, 2016, in the above named Debtor, an involuntary Chapter 7 Petition in Bankruptcy was filed with the Court.

2. Secured Creditor is the current payee of a Retail Installment Sale Contract (Dealer-Simple Interest) dated September 27, 2014 in the amount financed of $86,633.80 ("Contract" herein, attached as Exhibit "A"), upon property described as 2014 BMW 750 XI, VIN WBAYB6C50ED224759, ("personal property" herein).

/././

3. Secured Creditor is informed and believes, and, based upon such information and belief, alleges that title to the personal property is currently under the name of Debtor.

4. Secured Creditor will seek leave of Court to specify any further encumbrances against the personal property at the time of hearing.

5. With respect to secured Creditor's contract the following is due and owing as of March 8, 2017:

2 Monthly Payments at $1,323.45 (January 11, 2017 - February 11, 2017)	$2,646.90
Suspense Amount	($0.25)
Total	$2,646.65

Furthermore, a payment becomes due on March 11, 2017 and every month thereafter. Secured Creditor urges that this Court issue and Order permitting this Secured Creditor to proceed with necessary action to obtain possession of the Property.

6. According to NADA guides (attached hereto as Exhibit "B") the property is currently valued at $42,925.00 and there is insufficient equity in the property.

7. Secured Creditor's Vehicle Certificate of Title as to the extent of liens and encumbrances against the personal property is attached hereto as Exhibit "C" and incorporated herein by reference.

8. Victoria L. Nelson is appointed the Chapter 7 Trustee in this instant Bankruptcy proceeding. By virtue of the position as Trustee of the estate he or she may claim interest in, the personal property. To the extent the relief sought herein is granted, Respondent, Victoria L. Nelson, Trustee, should be bound by any such judgment.

9. This Court has jurisdiction of this action pursuant to the provisions of 11 U.S.C. Section 362(d).

/./.

/./.

/./.

WHEREFORE, Secured Creditor prays judgment as follows:

(1) For an order granting relief from the Automatic Stay, and permitting this Secured Creditor to move ahead with proceedings under this Secured Creditor's Contract and to sell the personal property, including necessary action to obtain possession of the Property.

(2) For a finding that Rule 4001(a)(3) of the Rules of Federal Bankruptcy Procedure is not applicable and Secured Creditor may immediately enforce and implement the order for relief from the automatic stay.

(3) In the alternative, an Order requiring the Debtor to reinstate and maintain all obligations due under the security agreement encumbering the personal property and further allowing Secured Creditor with the remedies to proceed with possession of the personal property should the Debtors not maintain payments.

(4) For such other and further relief as this Court deems appropriate.

DATED March 30, 2017

TIFFANY & BOSCO, P.A

By /s/Gregory L. Wilde

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Attorneys for Secured Creditor
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Bank of America, N.A.
17-70845

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

LAS VEGAS

In Re: Robert C. Graham, LTD. fdba Rob Graham & Associates fdba Lawyers West, Debtor.	Bk Case No.: 16-16655-btb Date: May 9, 2017 Time: 10:00 a.m. Chapter 7

<u>ORDER TERMINATING AUTOMATIC STAY</u>

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Automatic Stay in the above-entitled bankruptcy proceedings is immediately vacated and extinguished for all purposes as to Secured Creditor Bank of America, N.A., of the personal property, generally described as: 2014 BMW 750 XI, VIN WBAYB6C50ED224759

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

Submitted by:

TIFFANY & BOSCO, P.A
By: /s/Gregory L. Wilde, Esq
Gregory L. Wilde, Esq.
Attorney for Secured Creditor

APPROVED / DISAPPROVED

By:__________________________
Samuel A. Schwartz, Esq.
Attorney for Debtor(s)

APPROVED / DISAPPROVED

By:__________________________
Victoria L. Nelson
Chapter 7 Trustee

Exhibit A

This contract contains important information regarding your rights and obligations, including limitations that apply to you. Please read carefully the front and back of this contract before signing.

RETAIL INSTALLMENT SALE CONTRACT (DEALER — SIMPLE INTEREST)

Customer Number	Contract Number	Contract Date (Mo. Da. Yr.)	Buyer's Personal Phone	Buyer's Business Phone
	[redacted]	09/27/14		

Buyer/Co Buyer (also referred to as "you, your, yours"): Name, Address, Zip Code of each	Seller/Creditor (also referred to as "we, us, our"): Name, Address, Zip Code of each
ROBERT GRAHAM	CO'S BMW CENTER
~~5803 OLD LEGACY DR~~	~~4150 Byrd Drive~~
FORT COLLINS, CO 80528-0000	Loveland, CO 80538

New / Used	Year	Make and Model	Vehicle Identification Number	Primary Use: Personal unless otherwise indicated below.
X New ☐ Used	2014	BMW 750 XI	WBAYB6C50ED224759	☐ Business ☐ Agricultural

No trade-in is a: Year ____ Make ____ Model ____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

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 after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 10,000.00
3.140 %	$ 8,654.60	$ 86,633.80	$ 95,288.40	$ 105,288.40

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
72	1,323.45	MONTHLY, BEGINNING 11/11/14

Security: You are giving us a security interest in the vehicle being purchased.
Late Charge: If payment is not received in full within 10 days after it is due, you will pay a late charge of $15.
Prepayment: If you pay off early, you may have to pay a minimum finance charge.
Additional Information: See this contract for more information about a prepayment penalty, nonpayment, default, any required repayment in full before the scheduled date, and security interests.

This contract will be assigned to: Bank of America, N.A.
(Name and address) PO Box 2759 Jacksonville, FL 32203-2759

ITEMIZATION OF AMOUNT FINANCED

1 Cash price (including accessories, services $ 499.00 delivery and handling charge,* and $ 6,443.60 sales tax) $ 94,111.60 (1)
2 Total down payment (If negative enter "0" and see line 4d below)
Gross trade-in $ N/A payoff by Seller $ N/A N/A
= net trade-in $ N/A + cash $ 10,000.00
+ other $ N/A
+ other $ N/A
+ other $ N/A $ ~~10,000.00~~ (2)
3 Unpaid balance of cash price (1 minus 2) $ 84,111.60 (3)
4 Other charges including amounts paid to others on your behalf (We may retain portions of these amounts)
a Fees to public officials (describe)
Government certificate of title fees (includes security interest recording fee of $ 27.20) $ 27.20
$ N/A
$ N/A
b To insurance companies (describe)
$ N/A
$ N/A
c Other (describe who is paid and purpose)
to BMW MAINTENANCE for Service Contract $ 2,495.00
to ____ for ____ $ N/A
to ____ for ____ $ N/A
to ____ for ____ $ N/A
d Net trade-in payoff to ____ $ N/A
Total other charges and amounts paid to others on your behalf $ 2,522.20 (4)
5 Amount Financed (3 + 4) $ 86,633.80 (5)

* The delivery and handling charge represents costs and additional profit to the Seller/Dealer.

Insurance: You may obtain the physical damage insurance required by this contract (see back) from anyone you want that is acceptable to the Seller. If you obtain insurance from the Seller, you will pay $ N/A for the first ____.

Credit life insurance and credit disability insurance are not required to obtain credit, will not be a factor in the credit approval process, and will not be provided unless you sign below and agree to pay the additional cost. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

I want
☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability ☐ Buyer

Buyer Signature ____

Co-Buyer Signature ____

Premium ____ Term ____
Credit Life $ N/A
Credit Disability $ N/A

THIS CONTRACT DOES NOT PROVIDE FOR AUTOMOBILE LIABILITY INSURANCE, AND SAID BUYER ALSO STATES THAT HE OR SHE HAS DOES NOT HAVE (strike words not applicable) IN EFFECT AN AUTOMOBILE LIABILITY POLICY AS DEFINED IN SECTION 42-7-103(2), COLORADO REVISED STATUTES, ON THE MOTOR VEHICLE SOLD BY THIS CONTRACT.

GAP/DEBT CANCELLATION

Debt cancellation or guaranteed automobile protection ("GAP") agreements, which pay or satisfy the remaining debt after property insurance benefits are exhausted, are not required to obtain credit or any particular or favorable credit terms and will not be provided unless you sign below and agree to pay the additional cost. You may wish to consult an insurance agent to determine whether similar coverage may be obtained and at what cost. GAP benefits may decrease over the term of this contract. You may cancel GAP for any or no reason within 30 days after GAP was purchased and receive a full refund of the GAP fee or premium so long as no loss or event covered by GAP has occurred. GAP is not a substitute for collision or property damage insurance.

I want ____ (Name of debt cancellation/GAP agreement)

Buyer Signature ____

Co-Buyer Signature ____

Fee/Premium $ N/A Term ____

CONTRACT AND AGREEMENT TO PAY

You, the Buyer and any Co-Buyer, agree to purchase the vehicle described above on the terms in this contract.

You agree to pay us (or our assignee named in this contract) the amount financed, the finance charge, and all other amounts owed to us under this contract, according to the payment schedule above and the terms of this contract. We calculate the finance charge, total of payments, and total sale price on the assumption that you will make every payment on the day it is due. Because the finance charge is calculated on a daily basis on the unpaid part of the amount financed, your finance charge, total of payments, and total sale price will be more if you pay late and less if you pay early. These changes may take the form of a larger or smaller final payment, or, at our option, more or fewer payments of the same amount as your scheduled payment, with a smaller final payment.

~~If payment is not received in full within 10 days after it is due, you agree to pay a late charge of $15.~~

~~If you pay off early, we are entitled to a minimum finance charge of $~~ N/A

If you pay with a check or other instrument that is dishonored or returned, you will pay us a fee of $25 (if the amount financed is $75,000 or less) or $20 (if the amount financed exceeds $75,000 or is not for personal use).

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a portion of the Finance Charge.

SECURITY AGREEMENT You give us a security interest in the vehicle described in this contract and all parts or goods installed in it, all money or goods received (proceeds) for the vehicle, all insurance, maintenance, service, or other contracts we are financing for you as part of this purchase, and all proceeds from insurance, maintenance, service or other contracts we are financing for you as part of this purchase. This includes any refunds of premiums or charges from the contracts. This interest secures payment of all you owe on this contract. It also secures your other agreements in this contract. You agree to make sure that the title shows our security interest (lien) in the vehicle.

This transaction is subject to Arbitration and Seller's Right to Cancel as described on the reverse side of this contract. By signing this contract, you agree to all of the terms on each page of this contract, and you agree that you have been given a completed copy. If you sign as Co-Buyer, you are responsible for paying the entire debt. If you sign as a Co-Owner, your name will be on the title to the vehicle, but you will not be responsible for paying the debt. If you sign here as a Co-Owner or Co-Buyer, you agree to the security interest in the vehicle.

Signature of Buyer ____ 09/27/14 Date
Signature of ☐ Co-Buyer ☐ Co-Owner ____ Date

Seller/Secured Party CO'S BMW CENTER
By Amandal Lhassenaar 09/27/14 Date

You agree that this contract contains our entire agreement regarding the financing of the vehicle, and that the terms of this contract cannot be modified except in a writing signed by all the parties.

Buyer Signs X ____ Co-Buyer Signs X ____

No. 645-ARH, Rev. 5-14. RETAIL INSTALLMENT SALE CONTRACT © Bradford Publishing — 303-292-2590 www.bradfordpublishing.com

SEE THE BACK OF THIS FORM FOR IMPORTANT TERMS AND CONDITIONS

ORIGINAL

ADDITIONAL PROVISIONS

Your Other Promises to Us

You promise that you will not sell, lease, or otherwise transfer this vehicle or any interest in it to anyone else without getting written permission from us first.

You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer.

You promise that you will not allow anyone else to obtain a senior security interest on this vehicle or levy against it to pay a debt or judgment.

You agree to give us written notice within 10 days if your address changes from the one shown on the front of this form.

You agree to give us any information that we might reasonably request and sign any papers we may need to establish and maintain our security interest in this vehicle.

You agree not to remove this vehicle from the United States for more than 30 days before getting written permission from us.

You promise to keep this vehicle in good repair and not destroy it or use it in a way that breaks any law or violates the insurance policy on the vehicle. You agree that we may inspect this vehicle at any reasonable time.

You promise to pay any taxes, assessments, registration fees, repair bills, or other expenses in connection with this vehicle when they are due.

If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe us.

You agree that, if the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under any insurance, maintenance, service, or other contracts for which charges are included in this contract and we may cancel these contracts to obtain refunds of unearned charges to reduce what you owe.

Insurance

You promise to have physical damage insurance (also known as "extended coverage" insurance) covering loss or damage to the vehicle as long as this contract is in effect, and you agree to give us a certificate of insurance or other proof that you have fulfilled this promise. The insurance must cover our interest in the vehicle and benefits under the insurance must be payable to us. The policy must provide for at least 10 days' written notice to us before it can be cancelled. The terms, amounts, effective dates and insurance company must meet our approval.

If, at any time, you do not have the physical damage insurance on the vehicle required by this contract, we may, if we decide, purchase insurance that covers both your interest and our interest in the vehicle or purchase insurance that only covers our interest in the vehicle and charge you the premium for the insurance plus a finance charge computed at the Annual Percentage Rate stated on this contract. We will notify you if we purchase this insurance and we will tell you what type it is and how much you will have to pay.

You agree that we may use any insurance settlement to reduce what you owe or repair the vehicle if it is lost or damaged.

If you have elected on the front of this contract to obtain any insurance, see the policies or certificates from the insurers for coverage limits and other terms and conditions.

If You Break a Promise to Us (Default)

You will be in default if:

- you do not pay the payments as agreed;
- any important information you provide in connection with this contract is not true when you provide it;
- you die or any guarantor or surety for you dies
- you start a proceeding in bankruptcy or one is started against you or your property;
- if you are a business, you are dissolved, terminated, or cease doing business; OR
- you break any of the other promises you made in this contract.

If you default, we may demand that you pay all you owe us at once after we give you any notice that the law requires, and we may sue to collect.

If we hire an attorney to collect what you owe under this contract, you will pay the attorney fees and court costs, as the law permits. The maximum attorney fee you will pay will be 15% of the amount you owe unless a court awards an additional amount.

If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. We may take the vehicle only if we do so peacefully and the law allows it. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle.

If the vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle when we repossess it, we may store them for you at your expense. If you do not ask for these items, we may dispose of them as the law allows.

If we repossess the vehicle, you may redeem it (pay to get it back). Upon your request, we will tell you how much you must pay to redeem the vehicle. Your right to redeem ends when we sell the vehicle.

If we repossess the vehicle, we may claim benefits under any insurance, maintenance, service, or other contracts for which charges are included in this contract. We also may cancel these contracts to obtain refunds of unearned charges to reduce what you owe or to repair the vehicle.

If we repossess the vehicle and sell it, we will apply the money from the sale to the amount you owe after subtracting allowed expenses. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it, including attorney fees and court costs the law permits. If the money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at the highest lawful rate until you do.

If you default, the finance charge will continue in effect until all amounts owed under this contract are paid in full.

If We Make Payments or Incur Expenses for You

You agree that we may pay taxes, registration, title, or license fees, assessments, repair bills, registration fees, insurance this contract requires, or other items related to the vehicle if these expenses are reasonable to protect the risk of loss or damage to the vehicle and if we notify you of these expenditures. You also agree that, if we do pay any of these expenses for you, the amount of the payment will accrue a finance charge at the annual percentage rate stated in this contract and you agree to reimburse us on demand for any such payments or expenses.

Warranties

Unless the Seller makes a written warranty or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

Applicable Law and Severability

Federal law and Colorado law apply to this contract.

If any provision of this contract or part thereof violates any federal, state or local law or ordinance, that provision or part thereof shall be deemed amended to so comply with the law or ordinance, and shall be construed in a manner so as to comply.

If any provision of this contract (other than the first sentence of the fourth paragraph under "Arbitration Provisions") is determined to be unenforceable by an arbitrator or a court, the remaining provisions shall be severable and enforceable according to their terms. If such first sentence is determined to be unenforceable, then all of the Arbitration Provisions will be severed from this contract and the remaining provisions shall be severable and enforceable according to their terms.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation:

Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

SELLER'S RIGHT TO CANCEL

Seller agrees to deliver the vehicle to you on the date this contract is signed. Seller intends to assign this contract to a financial institution. If Seller does not assign this contract to a financial institution, Seller may cancel this contract upon written notice. In that event, you may enter into a new contract with different financing terms or you may pay with alternate funds arranged by you. Upon receipt of our notice, you must immediately return the vehicle to Seller. If you do not immediately return the vehicle, Seller may use any legal means to recover it (including repossession) and you will be liable for all expenses incurred in recovering the vehicle, including reasonable attorneys' fees. All terms of this contract are in full force and you are responsible for any loss or damage to the vehicle and the costs of repair of any damage while the vehicle was in your possession.

ARBITRATION PROVISIONS

Any claim, dispute or controversy ("claim") arising under or relating to this contract or the vehicle purchase agreement (except where the purchase agreement includes its own dispute resolution provisions, in which case such provisions shall control any claim arising under or relating to the purchase agreement), whether in contract or tort, including without limitation constitutional, statutory, common law, regulatory and equitable claims and claims regarding the validity, enforceability or scope of the contract shall, at your or our election, be resolved by binding arbitration. Such binding arbitration shall be conducted before a single arbitrator appointed in accordance with its applicable rules by the organization you select among the following: the Better Business Bureau, American Arbitration Association, Legal Resolution Center, Judicial Arbiter Group or Judicial Arbitration and Mediation Services.

The arbitration hearing shall be conducted in the applicable arbitration organization's office that is nearest to the Seller's location. The arbitrator shall apply governing substantive law in making an award. If the applicable arbitration rules conflict with this arbitration provision, then this arbitration provision shall control. If the rules of the chosen arbitration organization do not specify how fees must be allocated, we will pay the filing, arbitrator, and other administration fees up to $5,000, unless the law requires us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. You and we will each be responsible for our own attorney, expert and other fees, unless such fees are awarded by the arbitrator under applicable law. Except as prohibited by law, if a party unsuccessfully challenges the arbitrator's award or fails to comply with it, the other party is entitled to recover the costs, including reasonable attorneys' fees, of defending or enforcing the award.

The parties expressly agree that this arbitration provision involves and concerns interstate commerce and is governed by the Federal Arbitration Act, (9 U.S.C. § 1, *et seq*.), to the exclusion of any different or inconsistent state or local law or judicial rule.

YOU AND WE UNCONDITIONALLY WAIVE THE RIGHT TO LITIGATE ALL CLAIMS IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL, TO PARTICIPATE AS A MEMBER OF ANY CLASS IN ANY CLASS ACTION, INCLUDING CLASS ARBITRATION, AND TO CONSOLIDATE ANY ARBITRATION WITH OTHERS. You and we retain any rights to self-help remedies, such as repossession, and to file a replevin action or a small claims action. Neither you nor we waive the right to arbitrate by using self-help remedies or by filing a replevin action or a small claims action. This arbitration provision shall survive any termination, payoff or transfer of this contract.

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

The preceding NOTICE applies only to goods or services obtained primarily for personal use. In all other cases, the buyer will not assert against any subsequent holder or assignee of this contract any claims or defense the buyer may have against the seller, or against the manufacturer of the vehicle obtained under this contract.

If this transaction contains a fee or premium for guaranteed automobile protection, all holders and assignees of this consumer credit transaction are subject to all claims and defenses which the debtor could assert against the original creditor resulting from the debtor's purchase of guaranteed automobile protection.

☐ This contract is assigned subject to the terms of a separate agreement

ASSIGNMENT

For value received, Seller assigns all of its right, title and interest in this Contract to Bank of America NA PO Box 2759 Jacksonville Fl 32203-2759

Seller expressly warrants that: (a) this Contract arose from the bona fide, ordinary course of business, sale to Buyer of the described property, (b) title to the property at the time of sale was vested in Seller, (c) Seller had the legal right to and did properly assign and deliver such title and property to Buyer, (d) such property was not misrepresented in any way to Buyer, (e) the statements of Buyer in his credit statement are true to Seller's knowledge, (f) the Collateral is free of all security interests and liens, except the within security interest, (g) Seller is the sole owner of this Contract and has the right to sell and assign same, (h) the down payment was paid in full by Buyer in cash and/or trade-in as stated herein, (i) Buyer is of lawful age and competent, (j) the signature(s) of Buyer(s) is (are) genuine, (k) the Collateral is correctly described herein, (l) Seller has made all disclosures and given all notices required by the Federal Consumer Credit Protection Act and Colorado Uniform Consumer Credit Code, and (m) Buyer's obligation did not arise from a referral sale or a home solicitation sale. If any of the above warranties are false, Seller agrees to save assignee harmless and to pay all attorney fees and other costs incurred by assignee in enforcing such warranties against Seller.

CO'S BMW CENTER	Amanda Wassenaar	Controller	9/27/14
Seller	By	Title	Date

Exhibit B

NADAguides Price Report

3/8/2017

2014 BMW 7 Series

Sedan 4D 750xi AWD

Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	**$33,175**	**$36,350**	**$39,000**	**$42,925**
Mileage	**N/A**	**N/A**	**N/A**	**N/A**
Total Base Price	**$33,175**	**$36,350**	**$39,000**	**$42,925**
Options:				
Price with Options	**$33,175**	**$36,350**	**$39,000**	**$42,925**

Rough Trade-In - Rough Trade-in values reflect a veh cle in rough condition. Meaning a vehicle with signif cant mechanical defects requiring repairs in order to restore reasonable running condit on. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear w th inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded t tle and un-true mileage. Vehicle will need substantial recondit oning and repair to be made ready for resale. Some existing issues may be diff cult to restore. Because individual veh cle cond tion varies greatly, users of NADAgu des.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condit on. A veh cle that is mechan cally sound but may require some repairs/serv cing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relat on to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadagu des.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections w th ease. Paint, body and wheels have minor surface scratching w th a high gloss finish and shine. Inter or reflects minimal soiling and wear w th all equipment in complete working order. Vehicle has a clean t tle history. Veh cle will need minimal recond t oning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAgu des.com may need to make independent adjustments for actual vehicle condition.

Clean Retail - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechan cal defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean t tle history. Because indiv dual vehicle cond t on varies greatly, users of NADAgu des.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles w th low mileage that are in exceptionally good condition and/or include a manufacturer certif cat on can be worth a significantly higher value than the Clean Retail price shown.

Exhibit C

STATE OF COLORADO

CERTIFICATE OF TITLE

****MOTOR VEHICLE****

TITLE NUMBER [redacted]

ODOMETER
20 A

ODOMETER LEGEND
A – Actual Mileage
E – Exceeds mechanical limits
N – Not actual mileage; WARNING ODOMETER DISCREPANCY

VIN	YEAR	MAKE	MODEL	BODY
WBAYB6C50ED224759	2014	BMW		SD

MAIL TO

[redacted]

BANK OF AMERICA NA
PO BOX 2759
JACKSONVILLE, FL 32203-2759

CWT/CAP/SIZE
CWT 48

PREVIOUS TITLE
MSO

FUEL

DATE PURCHASED
09/27/2014

OWNER
GRAHAM ROBERT

DATE ACCEPTED
10/16/2014

DATE ISSUED
10/31/2014

FIRST LIENHOLDER
BANK OF AMERICA NA
PO BOX 2759
JACKSONVILLE, FL 32203-0000

FILE NUMBER

DATE RCD
10/06/2014

AMOUNT OF LIEN: 95288.40
LIEN EXTENDED TO
COUNTY: LARIMER
MATURITY DATE: 10/06/2024

Signature below certifies under penalty of perjury in the second degree the release of the first lienholder's interest in the vehicle.

Lienholder's Name

Authorized Agent's Signature Date

SECOND LIENHOLDER
FILE NUMBER
DATE RCD
AMOUNT OF LIEN
LIEN EXTENDED TO COUNTY
MATURITY DATE

Signature below certifies under penalty of perjury in the second degree the release of the second lienholder's interest in the vehicle.

Lienholder's Name

Authorized Agent's Signature Date

THIRD LIENHOLDER
FILE NUMBER
DATE RCD
AMOUNT OF LIEN
LIEN EXTENDED TO COUNTY
MATURITY DATE

Signature below certifies under penalty of perjury in the second degree the release of the third lienholder's interest in the vehicle.

Lienholder's Name

Authorized Agent's Signature Date

FOURTH LIENHOLDER
FILE NUMBER
DATE RCD
AMOUNT OF LIEN
LIEN EXTENDED TO COUNTY
MATURITY DATE

Signature below certifies under penalty of perjury in the second degree the release of the fourth lienholder's interest in the vehicle.

Lienholder's Name

Authorized Agent's Signature Date

THE APPLICANT HAS BEEN DULY REGISTERED IN THIS OFFICE AS THE OWNER OF THE MOTOR VEHICLE DESCRIBED, SUBJECT TO LIENS AND ENCUMBRANCES IN THE ORDER SHOWN.

EXECUTIVE DIRECTOR, COLORADO DEPARTMENT OF REVENUE

DATE DUPLICATE ISSUED

BARBARA BROHL

[redacted]

KEEP IN SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

DR-2001 (8-11)

VOID IF ALTERED

TRANSFER OF OWNERSHIP/BUYER(S) REQUIREMENT- Upon the sale or transfer of a motor vehicle the owner in whose name the certificate of title is issued shall execute a formal transfer of the vehicle. Within 60 days the buyer shall present the certificate of title together with an application for title to an authorized agent pursuant to C.R.S. 42-6-110.

TRANSFER OF OWNERSHIP/SELLER(S) REQUIREMENT- When the owner of a motor vehicle transfers or assigns the certificate of title to a buyer, the registration of such vehicle shall expire and the seller shall remove the license plates pursuant to C.R.S. 42-3-115.

ODOMETER CERTIFICATION- Federal and state law requires the seller to declare the mileage of the motor vehicle and requires the buyer to acknowledge the mileage of the motor vehicle upon transfer of ownership. The seller and buyer are required to print and sign their name to acknowledge the mileage pursuant to 49 USC 327

THE SELLER(S) CERTIFIES, UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, THAT THE SELLER(S) SIGNATURE(S) RELEASES AND TRANSFERS INTEREST IN THE VEHICLE AND THE ODOMETER READING AND DECLARATION ARE TRUE AND CORRECT TO THE BEST OF THEIR KNOWLEDGE.

NOTICE: ANY ALTERATION OR ERASURE MAY VOID THE ASSIGNMENT AND ALL ASSIGNMENTS THAT FOLLOW

ASSIGNMENT BY OWNER(S)

Odometer Reading (No Tenths)	☐ Actual Mileage ☐ Mileage in excess of Mechanical Limits ☐ Not Actual - Warning: Odometer Discrepancy	Buyer's Hand Printed Name
Seller's Hand Printed Name(s)		Buyer's Signature Acknowledges Odometer Reading
Seller's Signature		Buyer's Hand Printed Name
Seller's Hand Printed Name(s)		Buyer's Hand Printed Name
Seller's Signature		Buyer's Hand Printed Name
Seller's Hand Printed Name(s)		Buyer's Hand Printed Name
Seller's Signature		Buyer's Hand Printed Name
Seller's Hand Printed Name(s)	Date of Sale	Buyer's Physical Address
Seller's Signature	Purchase Price	Buyer's City, State, ZIP

THE FOLLOWING REASSIGNMENT MAY ONLY BE USED BY LICENSED DEALERS.

1ST DEALER REASSIGNMENT

Odometer Reading (No Tenths)	☐ Actual Mileage ☐ Mileage in excess of Mechanical Limits ☐ Not Actual - Warning: Odometer Discrepancy	Buyer's hand printed Name(s)
Selling Dealer Name	License Number	Buyer's Signature Acknowledges Odometer Reading
Agent's Hand Printed Name	Date of Sale	Buyer's Hand Printed Name(s)
Agent's Signature	Purchase Price	Buyer's Hand Printed Name
Auction Name (When Applicable)	Auction Number	Buyer's Physical Address, City, State, ZIP

2ND DEALER REASSIGNMENT

Odometer Reading (No Tenths)	☐ Actual Mileage ☐ Mileage in excess of Mechanical Limits ☐ Not Actual - Warning: Odometer Discrepancy	Buyer's hand printed Name(s)
Selling Dealer Name	License Number	Buyer's Signature Acknowledges Odometer Reading
Agent's Hand Printed Name	Date of Sale	Buyer's Hand Printed Name(s)
Agent's Signature	Purchase Price	Buyer's Hand Printed Name
Auction Name (When Applicable)	Auction Number	Buyer's Physical Address, City, State, ZIP

3RD DEALER REASSIGNMENT

Odometer Reading (No Tenths)	☐ Actual Mileage ☐ Mileage in excess of Mechanical Limits ☐ Not Actual - Warning: Odometer Discrepancy	Buyer's hand printed Name(s)
Selling Dealer Name	License Number	Buyer's Signature Acknowledges Odometer Reading
Agent's Hand Printed Name	Date of Sale	Buyer's Hand Printed Name(s)
Agent's Signature	Purchase Price	Buyer's Hand Printed Name
Auction Name (When Applicable)	Auction Number	Buyer's Physical Address, City, State, ZIP

• NO ADDITIONAL REASSIGNMENTS PERMITTED - Last Assignee must obtain title in their name(s)