

LENDER LA ELECTRONIC LIEN AND TITLE AGREEMENT

This Electronic Lien and Title Agreement ("Agreement") dated as of _____, 20__ is made between Casey & Casey NPS Inc. a Louisiana corporation, doing business as and sometimes hereinafter referred to as Auto Title Express ("C&C") and _____, a _____ corporation ("Lender"),

WHEREAS, an Electronic Lien and Title Services Agreement dated December 30, 2009 ("Agreement 1") exists between C&C and Decision Dynamics, Inc. a South Carolina corporation ("TMC") for the purpose of utilizing C&C's Louisiana Electronic Lien and Title Program ("ELTP") services ("C&C ELT Services"), subject to the terms and conditions set forth therein;

WHEREAS, a Service Agreement dated _____ ("Agreement 2") exists between TMC and Lender for the purposes of providing title administration services subject to the terms and conditions set forth therein; and,

WHEREAS, Lender wishes to participate as a secured-party in the Louisiana ELTP by utilizing the C&C ELT Services and become a Contracted Lender (as such term is defined in Agreement 1).

NOW, THEREFORE, the parties agree as follows:

1. **Declarations:**

a. Lender hereby selects C&C as the sole and exclusive Louisiana Public Tag Agent ("PTA") that will provide Louisiana ELTP acting as agent for Louisiana Department of Public Safety and Corrections, Office of Motor Vehicles (DMV) as detailed in the agreement between C&C and DMV ("Initial DMV Contract", which Initial DMV Contract bears a C&C signature date of on or about May 26, 2011 and DMV signature date of on or about June 6, 2011). The Initial DMV Contract is included as Exhibit A.

b. Lender is solely responsible for its choice and use of the TMC as the title management company. Lender represents and warrants that they have named, constituted, and appointed TMC as Lender's title management company, as well as, agent and attorney in fact and for all purposes related to Lender operations or business with the DMV or with C&C with respect to the contract obligations with TMC for C&C ELT Services.

c. Lender gives C&C the right to provide C&C ELT services for Lender solely through TMC and to take and execute instructions or other directions relating to the ELTP through TMC unless instructed by TMC that the Lender is no longer a TMC client or as otherwise instructed through 90 day written notice directly from the Lender.

d. Lender agrees that C&C may maintain copies of data included in Lender ELTP file transactions, sent or received from either the state of Louisiana or TMC, for the purposes of complying with the requirements of the DMV or as otherwise allowed by law and Agreement 1.

e. Lender acknowledges that as required by the DMV, they have reviewed and are bound by the Initial DMV Contract (and as such Initial DMV Contract is later amended, renewed or continued, including any one or more substitute or other replacement agreements between C&C and DMV)..

f. Lender must provide correct mailing address when sending lien release or title print request.

g. Lender agrees that this agreement does not include access to the C&C Electronic Registration Transfer Service and Related Services (ERT). If needed, C&C ERT services can be provided in a separate ERT Licensing Agreement.

h. Lender acknowledges and agrees that C&C is not an agent of Lender; and, that Lender and C&C are independent contactors operating at arms length.

i. Lender agrees that confidential information, including but not limited to the processing details of the C&C ELT Services and associated pricing, shall not be used by the Lender for any purpose other than that of utilizing the ELT Services under this Agreement without the written approval of C&C.

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j. Lender agrees to indemnify, defend, protect and hold harmless C&C and its directors, officers and employees and the DMV from and against any claims, demands, damages, losses, judgments, awards, costs, attorney fees, expenses or other liabilities of whatsoever nature arising, directly or indirectly, out of any one or more of the following: (a) Lender's breach of any warranty, covenant or other obligation, or untrue or incomplete Lender representation, under this Agreement, (b) Lender allowing or permitting any person other than Lender or TMC to access or use in any way whatsoever the C&C ELT services, (c) Lender's or TMC's failure to obtain and maintain any consent or authorization required for the access, disclosure or use of any data or other information whatsoever, or (d) Lender's or TMC's unauthorized disclosure of information, errors or omissions, or delays, or from equipment, software or communication failures which result, in whole or in part, from the actions or inactions of Lender or TMC under this agreement.

2. Choice of Law:

This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of Louisiana without regard to its choice of law principles. The goal of the parties (and TMC by its acknowledgment) is to have all disputes amongst C&C, Lender and TMC heard together in one arbitration; and, the parties (and TMC by its acknowledgment) adopt and agree to the arbitration provisions in Agreement 1 and direct the arbitrator to interpret such provisions to achieve such goal.

3. Notices:

All notices or other communications required or contemplated are sufficient and deemed delivered if in writing and deposited with the United States Postal Service, postage prepaid via certified mail or express mail addressed to the parties as set forth below, or to such other address as may be changed from time to time by notice duly given.

C&C: Casey & Casey
Attention: President/CEO

Lender:

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

Casey & Casey NPS, Inc.

Lender: _____

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

Its: _____
(Print Title)

Its: _____
(Print Title)

(Date)

(Date)

ACKNOWLEDGED:

TMC: _____

(Date)

By: _____
(Signature)

(Print Name)

Its: _____
(Print Title)

LOUISIANA DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
PUBLIC SAFETY SERVICES

PUBLIC TAG AGENT
ELECTRONIC LIEN AND TITLE PROGRAM CONTRACT

1. a. This contract is between the Louisiana Department of Public Safety and Corrections, Public Safety Services, hereinafter referred to as "The Department," and represented by the Undersecretary, and CASEY AND CASEY UPS, INC PBA, hereinafter referred to as (Name of Public Tag Agent) Auto Title Express

to as "Public Tag Agent," hereinafter "PTA."

b. In addition to the above, the following terms will have the following meanings for purposes of this Agreement:

Host Computer System - a combination of hardware and software, including firewalls and other security measures, which allows Public Tag Agent to have connectivity with The Department's computer, utilizing guidelines as set forth by The Department.

Information - includes, but is not limited to, personal information of the motor vehicle owner, including the owner's name, address, driver's license number, and social security number.

Public Records Law - Louisiana Revised Statutes Title 44, Section 1 and following (R.S. 44:1 et seq.)

Registered Owner - the person/entity who is indicated on The Department's title and registration records as the person/entity who is the current owner of a motor vehicle.

Secured Party - a bank, finance company, or other financial or lending institution authorized to issue loans in Louisiana which has obtained a security interest in a motor vehicle as defined in the Uniform Commercial Code as adopted in Louisiana.

2. The purpose of this contract is to establish parameters for the Electronic Lien and Title Program provided for in La. R.S. 47:532.1, hereinafter referred to as ELTP, between PTA and The Department, whereby lien and title information in favor of a secured party will be sent electronically to the secured party by PTA operating a secured host computer system interfacing with the computer system of The Department, thus avoiding the issuance of a paper certificate of title. Both parties agree that the successful outcome of the ELTP is of economic benefit to both parties and therefore both parties agree to be bound by the terms and conditions set forth herein. Upon the execution of this Agreement by both parties, any oral understandings between the parties which are not incorporated herein shall be considered null and void.

3. This Agreement shall become effective upon the date executed by both parties and shall expire on May 31, 2012.

4. This Agreement includes all terms and conditions made between The Department and PTA for the ELTP, and except as otherwise provided in paragraph five (5) of this Agreement, any amendment or modification to this Agreement shall be in writing duly executed by each party's authorized representative, which shall become effective at a time mutually agreed upon by the parties.

5. Notwithstanding any provision of this Agreement to the contrary, this Agreement is subject to any restrictions, limitations or conditions enacted by the Louisiana Legislature which may affect any or all terms or provisions of this Agreement in any manner. In particular, this Agreement is subject to the provisions of R.S. 32:707.2 and R.S. 47:532.1 as enacted, amended or reenacted, as the case may be. Public Tag Agent agrees that upon written notice from The Department of any such restrictions, limitations or conditions enacted by the Louisiana Legislature, that such restrictions, limitations or conditions enacted by the Louisiana Legislature shall constitute an amendment to this Agreement on the effective date of the enactment by the Legislature. The Department shall promptly notify Public Tag Agent of any such actions taken by the Louisiana Legislature. Such notice may be sent via electronic mail, U.S. Mail, or hand delivery.

6. a. This Agreement is subject to the right of either party to terminate the Agreement at any time with cause by giving the other party at least thirty (30) days prior written notice of such termination. Notice is effective from the date delivered to the other party or, if served by mail, thirty (30) days from the date of mailing.

b. Furthermore, the Department reserves the right to suspend, revoke, or cancel the public tag agent's approval to participate in ELTP for any violation of R.S. 32:707.2 or R.S. 47:532.1, any violation of the rules promulgated by The Department to implement ELTP, or any violation of this Agreement. Such suspension, revocation or cancellation shall become effective thirty (30) days from the date delivered to the other party or, if served by mail, thirty (30) days from the date of mailing, unless The Department determines that there is a threat to the public health, safety or welfare requiring prompt action, in which case The Department may specify an effective date sooner than thirty (30) days.

7. All notices shall be sent to the parties as follows unless either party has indicated a change in writing consistent with this paragraph and this Agreement:

a. The Department:

Jill Boudreaux, Undersecretary
Dept. of Public Safety & Corrections
P. O. Box 66614
Baton Rouge, LA 70895

With a copy to:

Dept. of Public Safety & Corrections
Office of Legal Affairs
P. O. Box 66614
Baton Rouge, LA 70896

b. Public Tag Agent

<u>DANIEL G. CASEY</u>	Contact Person (Or his successor)
<u>CASEY AND CASEY, NDS INC</u>	Public Tag Agent Legal Name
<u>Auto Title Express</u>	DBA Trade Name
<u>3439 Dufferins Blvd Suite 204</u>	Mailing Address
<u>Metairie, LA 70002</u>	City, State, Zip Code

8. This contract, as well as any right or privilege which may be created by this contract, shall not be assignable by PTA unless express written permission is granted by The Department.

9. Unless directed otherwise by The Department in writing, all requests for records, or any information contained in any record, pursuant to the public records law, or any other applicable law, shall be forwarded to The Department at P.O. Box 64886, Baton Rouge, LA. 70896, Attention: DL/VR Mail-In Renewal Unit. PTA agrees to defend, indemnify and hold The Department harmless for any claims arising out of the improper or unauthorized release of records, or any information contained in any record, by PTA, or any employee, officer, director, representative, agent, manager, or owner of PTA, in violation of any federal or state law. The Department may immediately terminate this contract if PTA, or any employee, officer, director, representative, agent, manager, or owner of PTA has permitted the improper or unauthorized release of a record, or any information contained in any record. The obligation of PTA to defend, indemnify, and hold The Department harmless for any and all claims arising out of the improper or unauthorized release of records, or any information contained in any record, by PTA, or any employee, officer, director, representative, agent, manager, or owner of PTA in violation of any federal or state law shall continue for claims arising prior to the termination of this Agreement even if this Agreement is subsequently terminated.

10. PTA agrees to contact the Vehicle and Customer Service Unit (formerly Planning and Development Unit) of The Office of Motor Vehicles (OMV), immediately upon discovering that PTA has sent erroneous information to The Department or upon discovering that The Department has erroneously sent information to PTA.

11. PTA agrees to verify that the secured party has obtained permission from the registered owner of the motor vehicle to forward to The Department any change of address of the registered owner or any mail-to address.

12. PTA shall use the ELTP to complete the following transactions:

a. The recording of information concerning the perfection of vehicle security interests, either in connection with the issuance of a new title or the perfection of vehicle security interests on an existing title;

b. A termination statement from a lien holder who has recorded the perfection of a vehicle security interest using the ELTP;

c. A request for the issuance of a paper certificate of title;

d. A submission of an error message. However, the submission of an error message using ELTP shall not exempt PTA from complying with the provisions of Paragraph 10 of this contract;

e. A request to change the address of the registered owner; and

f. A request that a paper title be printed and mailed to a third party address as specified by the secured party in accordance with Paragraph 11.

13. The unauthorized transmission, release, disclosure, or other use of records or information contained in The Department's records to individuals or entities may result in The Department terminating this contract and PTA shall hold The Department harmless for any resulting damage or loss.

14. The transmission of on-line file transfers to the PTA by The Department and to The Department by PTA shall be accomplished utilizing the guidelines as set forth by The Department and PTA shall make any modifications required by The Department.

15. All costs incurred by PTA to participate in the ELTP shall be the responsibility of PTA.

16. Each Department business day, after the close of business, The Department will produce and send electronically to PTA, data consisting of lien notifications entered onto The Department's vehicle registration and title files that same day. PTA shall comply with all requirements outlined in The Department's Electronic Lien & Titling Requirements Document.

17. If the secured party desires to convert existing paper titles with liens held by secured party to electronic titles, the secured party shall submit, through PTA, a written request to The Department. After approval by The Department, the transmission of data to The Department by PTA identifying the records to be converted, and to PTA by The Department containing conversion processing counts and identifying records in error, shall be accomplished utilizing the guidelines as set forth by The Department. A pre-disclosed fee shall be charged for this service.

18. Until the certificate of title is printed on secure paper by The Department at the request of the secured party through PTA, all information and data that is currently required by The Department will be transferred by The Department through the host computer system of PTA to the secured party's electronic mailbox. This transfer of information will be considered by the parties to be a delivery of an electronic title. The secured party will then retain that information. The secured party may then configure that information, as well as any other information held by the secured party about the motor vehicle, the motor vehicle owner or the security interest, in any electronic format as the secured party may deem appropriate to fit within its system.

19. Once the lien has been satisfied, and the secured party, through PTA, authorizes The Department to terminate the recordation of the lien on the certificate of title, The Department shall mail the certificate of title printed on secure paper, to the registered owner to the address on The Department's title file, or to another address designated by the secured party and verified by PTA. PTA shall hold The Department harmless for any resulting damage or loss due to PTA's failure to notify The Department to mail the certificate of title to an address other than that of the registered owner as indicated on The Department's title file.

20. If The Department or the Legislature terminates the ELTP, then all ELTP records of ownership shall have a paper certificate of title produced and delivered or mailed to secured party at no additional cost to the secured party as the secured party shall have paid the titling fee, the lien recordation fee, the lien termination fee, and the handling fee at the time the lien was initially recorded on the records of The Department.

21. If the secured party decides to terminate its participation in the ELTP or if The Department terminates this agreement with the secured party's designated PTA, and the secured party chooses not to interface with The Department through another PTA's host computer system, or if secured party sells, assigns, or otherwise transfers ELTP titles to another financial institution and hard copy titles are requested to be produced in lieu of their ELTP records, then secured party shall pay costs for analytical, programming and computer run time costs for producing the certificates of title.

22. Except to the extent that The Department or its employees or agents are negligent, PTA agrees to indemnify and hold harmless The Department, its officers, agents and employees from any and all claims, actions, damages or losses which may be brought or alleged against The Department, its officers, agents or employees, for improper or unauthorized disclosure of information, errors or omissions, or delays, or from equipment, software or communication failures, except such failure due to force majeure, arising from the activities performed as described in this contract.

23. If PTA will be using a Service Bureau or Software Provider for the performance of this contract, then PTA assumes full responsibility and liability for the action of the Service Bureau or Software Provider pursuant to this contract. Further, if PTA enters into any agreement or contract with any Service Bureau or software Provider ("Provider"), Provider must agree to be bound by the terms of this contract, including but not limited to the provisions of paragraph nine (9) of this contract.

24. If PTA enters into any agreement or contract with any secured party who chooses to participate in the ELTP, the secured party shall agree to be bound by the terms of this contract.

25. The applicable law for this contract as well as any other contracts or agreements PTA may enter into for providing ELTP service shall be Louisiana law. Any action arising out of this contract that is brought against the State of Louisiana or The Department pursuant to this contract shall be brought in the 19th Judicial District Court for the Parish of East Baton Rouge, State of Louisiana.

26. PTA agrees to comply with any laws, orders, directives, policies, or memoranda of standard operating procedures issued by The Department applicable to the ELTP, and such orders, directives or memoranda are hereby made a part of this contract. Any new laws,

orders, directives, policies, or memoranda shall become a part of this contract upon enactment and notification to PTA by The Department.

27. If a secured party requests that a Title Management Solutions company be utilized on its behalf for storage of the electronic title and lien information, PTA agrees to have this contract referenced in any agreement or contract between PTA and the secured party for participation in ELTP. Additionally, the secured party shall acknowledge it shall be solely responsible for its choice and use of a Title Management Solutions company.

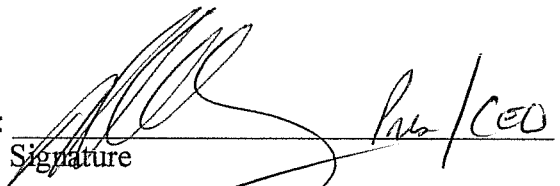
28. PTA shall retain any electronic request to release a lien for a period of seven (7) years from the date the lien is released. In the event The Department establishes a procedure for PTA for forwarding and storage of such electronic requests for release of a lien to The Department, PTA shall comply with such procedures once established. In the event PTA terminates participation in the ELTP or ceases doing business as a PTA, PTA is not relieved of its duty to maintain all electronic requests for release of liens for seven (7) years and may make arrangements with The Department to transfer such records to it, provided The Department has such capability to receive, store, and read such records.

EXECUTED BY THEIR AUTHORIZED OFFICIALS AS OF THE DATE INDICATED BY THE RESPECTIVE SIGNATURES.

Office of Motor Vehicles
Dept. of Public Safety and Corrections
State of Louisiana

Agent By:

Signature


DANIEL G. CASEY, PICS / CEO
Printed Name

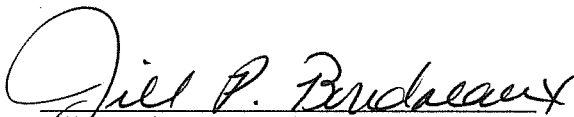
CASEY AND CASEY NPS, Inc DBA
Name of Business or Company ~~AUTO TITLE EXPRESS~~

3939 Veterans Blvd Suite 204

Metairie, LA 70002
Physical Address

Mailing Address SAME

5-26-2011
Date


Jill Boudreaux, Undersecretary

Date

6/6/11