
EFFECTIVE DATE OF AGREEMENT

CONSIGNEE: FAMILY COLLECTIBLES, INC. dba FAMILY CLASSIC CARS
(DEALER #64121)

ADDRESS: 33033 CAMINO CAPISTRANO, SAN JUAN CAPISTRANO, CA 92675

NAME OF CONSIGNOR(S): _____
_____ telephone

YEAR VEHICLE MAKE VEHICLE MODEL VEHICLE I.D. NUMBER

LICENSE STATE MILEAGE

CONSIGNMENT PERIOD: _____ CALENDAR DAYS (FROM EFFECTIVE DATE)

CONSIGNMENT TERMS: _____ PERCENT OF SALES PRICE OR

FLAT FEE OF \$ _____

OR OTHER FORMULA AS FOLLOWS: _____.

EST. CURRENT MARKET VALUE: \$ _____ PER SOURCE: _____.

OUTSTANDING LIENS: \$ _____ LIENHOLDER(S): _____.

REPAIRS TO BE MADE: \$ _____ WORK ORDER # _____.

CONSIGNMENT AGREEMENT

THIS CONSIGNMENT AGREEMENT (this "Agreement") is effective as of the date shown above and is between Consignor and Consignee with reference to the above described vehicle (the "Subject Vehicle") upon the following premises:

RECITALS

WHEREAS, Consignor desires to sell the Subject Vehicle and has solicited Consignor to do so on Consignee's behalf; and

WHEREAS, Consignee has agreed to assist Consignor to sell the Subject Vehicle all on the terms hereinafter set forth;

NOW, THEREFORE, Consignor and Consignee hereby agree as follows:

1. CONSIGNMENT AND TERM. Consignee hereby consigns, and shall deliver, the Subject Vehicle to Consignee for the sole purpose of selling same and thereafter paying, to the Consignor or to his/her designee from the net proceeds of sale the amount payable pursuant to the terms of this Agreement. This Agreement is effective and valid only for the above-noted number of calendar days from the effective date of this Agreement unless otherwise extended by the parties. Notwithstanding the above, either party may terminate the subject consignment in accordance with the provisions hereof.

2. AUTHORITY. Notwithstanding the Current Market Value set forth above, Consignee is hereby authorized to offer to sell, sell, or agree to sell, the Subject Vehicle to any purchaser at any price equal to or greater than the Current Market Value or at any other price acceptable to Consignor.

3. PAYMENT; ACCOUNTING.

3.1

If the Subject Vehicle is sold by the Consignee during the term of this Agreement, the money due the Consignor shall be disbursed within 20 days after the date of sale in accordance with the terms of this Agreement. As used in this Agreement, a "sale" occurs when the Consignee either (A) receives the purchase price or its equivalent or executes a conditional sales contract for the Subject Vehicle; or (B) when the purchaser takes delivery of the Subject Vehicle, whichever occurs first.

3.2

The above-noted information concerning repairs and monies payable to the Consignor shall be completed prior to the signing of this Agreement. Furthermore, the parties acknowledge and agree that any difference between the outstanding amount shown and the actual payoff to the lien holder will be credited to the Consignor. With respect to all repairs to be made, Consignor shall be responsible for prompt payment thereof whether or not the Subject Vehicle is sold pursuant to the within Agreement.

3.3

Within 20 days after sale, the Consignee shall make an accounting to the Consignor of all of the following: date of sale, repairs authorized by Consignor (supported by work records), exact amount of any liens payable to lien holders, evidence of payment of any liens, and the total sales price.

3.4

At any time before Consignee pays Consignor the purchase price for the Subject Vehicle in the event it has not been sold, Consignee will, on request by Consignor and at Consignor's expense, return the Subject Vehicle to Consignor. To the extent Consignee has by then failed to pay for any repair work upon the Subject Vehicle, Consignee shall then make payment in full for all such work. Nothing set forth in this Agreement shall constitute a waiver of any garage keeper's and/or mechanic's lien or other such right of Consignee otherwise conferred by law or contract.

3.5

If Consignee returns the Subject Vehicle to Consignor it will be delivered to Consignor at the location where the Subject Vehicle was first delivered to Consignee. All risks of loss of and damage to the Subject Vehicle returned to Consignor will pass to Consignor when the Subject Vehicle is delivered into the custody of Consignor.

4. DELIVERY/RISK OF LOSS AND INSURANCE.

4.1

The Subject Vehicle is delivered to the Consignee in trust for the exact terms set forth in this Agreement. The Consignee agrees to receive the Subject Vehicle in trust and not to permit its use for any other purpose other than contained in this Agreement without the express written consent of the Consignor. Notwithstanding the foregoing, in no event shall Consignee be deemed a fiduciary of, or otherwise subject to a fiduciary obligation owing to Consignor.

4.2

Until the Subject Vehicle is delivered into the custody of Consignee, all risk of loss of and damage to the Subject Vehicle shall remain with Consignor. On delivery of the Subject Vehicle into the custody of Consignee, Consignee agrees, subject to the terms hereof with respect to insurance and indemnity, to exercise reasonable care for the Subject Vehicle however Consignee shall not be liable for any loss, cost, casualty or damage occasioned by the acts of third parties.

4.3

Consignor shall maintain in force all liability and casualty insurance with respect to the Subject Vehicle covering the full insurable value thereof. Consignor represents and warrants that such insurance shall protect Consignee against any loss, cost or expense associated with losses occasioned by Consignee's necessary use and possession of the Subject Vehicle pursuant to this Agreement. Upon Consignee's return of the Subject Vehicle to Consignor, Consignor's acceptance of such Subject Vehicle shall constitute acceptance of the condition thereof without exception and shall constitute a full and complete release as to Consignee including with respect to any claims for damage alleged not present at the time Consignee took possession from Consignor pursuant to this Agreement.

5.

TITLE; CONSIGNEE'S ASSURANCES.

5.1

Title to the Subject Vehicle will, at all times, remain in Consignor unless and until Consignee sells it to a purchaser in the ordinary course of the Consignee's business, at which time title to the Subject Vehicle sold will pass to that purchaser. Consignee will not consign the Subject Vehicle to anyone or sell the Subject Vehicle to anyone else on consignment without Consignor's consent. Consignee will not grant a security interest in the Subject Vehicle or the proceeds there from to anyone else and will not otherwise encumber the Subject Vehicle or any of the proceeds there from.

5.2

Consignee will take or cause to be taken such action and execute and deliver or cause to be executed and delivered such documents as Consignor may request (i) in connection

with this Agreement and Consignor's rights in the Subject Vehicle and the proceeds there from, and (ii) to protect and to maintain, at Consignee's sole cost and expense, the protection of Consignor's rights in the Subject Vehicle and the proceeds there from, including, without limitation, executing and filing financing and other statements under the Uniform Commercial Code in effect in any jurisdiction to the extent applicable; and Consignee hereby authorizes Consignor to sign and file any such statement on its behalf or file any such statement without its signature.

5.3

Upon payment of the moneys due the Consignor, the Consignor agrees to furnish the Consignee those documents necessary to transfer the ownership of the Subject Vehicle to the purchaser.

6.

TITLE; CONSIGNOR'S ASSURANCES; INDEMNITY.

6.1

Consignor represents and warrants that Consignor has good and sufficient title to the Subject Vehicle and all right and interest necessary to execute and perform this Agreement and that subject only to consent of lien holder, no further consent or approval of any other person or entity is or shall be required in order to bind Consignor hereto and/or to effectuate a sale of the Subject Vehicle and transfer of title thereto.

6.2

Consignor represents and warrants that the information it has provided and will provide to Consignee, including but not limited to mileage and other such information regarding the Subject Vehicle is and shall remain true, correct, accurate and in no way misleading in any way.

6.3

Consignor acknowledges and agrees that Consignee intends to rely upon the representations and warranties given by Consignor set forth in this Agreement and as such, Consignor shall indemnify, defend (with counsel of Consignee's choice) and hold harmless Consignee from and against any and all cost (including attorneys' fees), penalty, fine or liability of any kind or nature which arises out of or is in any way related to the breach of any such representation and/or warranty herein contained.

7. INTEREST. If any amount owing under this Agreement is not paid when due, such amount will bear interest at a rate calculated at 10% per annum from the due date thereof until it is paid.

The provisions of this Section 7 shall survive termination of this Agreement.

8. TERMINATION.

8.1

At the termination of this Agreement, the Consignee shall return the Subject Vehicle to the Consignor, or, at the option of both the Consignor and Consignee, enter into a new agreement.

8.2

Either Consignor or Consignee may terminate this Agreement at any time by giving notice of termination to the other. Termination of this Agreement will be without prejudice to the rights and obligations accrued to the date of termination.

8.3

Upon termination of this Agreement, and if a new agreement is not entered into between Consignor and Consignee, the Consignee will promptly and at its expense return the Subject Vehicle to Consignor at the location at which Consignee first obtained delivery of the Subject Vehicle if it has not sold the Subject Vehicle.

9. NOTICE. Notices under this Agreement shall be in writing and shall be sent to each party at its address or fax number set forth above or, in the event of a change in any address or fax number, then to such other address or fax number as to which notice of the change is given.

Notices to Consignor shall be sent to the attention of the individual named above as "Consignor". Notices to Consignee shall be sent to the attention of "General Manager". Notice shall be deemed given on receipt.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California with the exception of its conflicts of laws rules.

11. COLLECTION; VENUE AND JURY TRIAL WAIVER. In the event of any controversy or claim between or among the parties, including but not limited to one for collection, and whether sounding in contract or tort or otherwise, said action shall be tried in the Superior Court of California for the County of Orange, California. With respect to such action, the prevailing party shall be entitled to a recovery of its attorney's fees, collection charges and interest at the greater of 10% per annum or the applicable maximum legal rate. This Agreement is deemed made and accepted and performed in Orange County, California using the law of California without reference to its conflicts of laws rules.

JURY TRIAL WAIVER: THE PARTIES EACH AGREE THAT THEY HAVE AND SHALL FOREVER WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THE PARTIES INCLUDING BUT NOT LIMITED TO ONE FOR COLLECTION AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE. IN WAIVING SAID RIGHT TO TRIAL BY JURY, THE PARTIES UNDERSTAND THAT BY DOING SO, ANY SUCH CONTROVERSY OR CLAIM SHALL BE EXCLUSIVELY HEARD AND DECIDED BY A JUDGE OR COMMISSIONER OF THE ORANGE COUNTY SUPERIOR COURT. BY AGREEING TO THE TERMS OF THIS AGREEMENT, INCLUDING THE WITHIN JURY TRIAL WAIVER, EACH OF THE PARTIES REPRESENTS AND WARRANTS THAT THEY HAVE CONSULTED WITH, OR BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH, SUCH ATTORNEYS AND/OR OTHER ADVISORS AS THEY DEEM NECESSARY IN THIS REGARD TO FULLY UNDERSTAND THE CONSEQUENCES OF SUCH JURY TRIAL WAIVER AND THAT SUCH WAIVER IS VOLUNTARY, BINDING, AND ENFORCEABLE AGAINST SUCH PARTIES.

12. SEVERABILITY. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be effected.

13. INTEGRATION/WAIVER. This Agreement may be amended only by an instrument in writing signed by Consignor and Consignee, and no provision of this Agreement and no right or obligation of either party under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision, right or obligation. The provisions of this Agreement shall not be construed for or against either party on the basis that one or the other parties was responsible for drafting the document.

14. COUNTERPARTS. This document may be executed in one or more counterparts, each of which, and together, shall be deemed one integrated document. Facsimile signatures shall be deemed original signatures for purposes of execution of this Agreement.

Signatures:

Consignor (and title, if applicable) Date

Address

Consignee (and title, if applicable) Date

33033 Camino Capistrano, San JuanCapistrano, CA 92675

NOTICE TO CONSIGNOR: FAILURE OF THE CONSIGNEE TO COMPLY WITH THE TERMS OF THIS AGREEMENT MAY BE A VIOLATION OF STATUTE WHICH COULD RESULT IN CRIMINAL OR ADMINISTRATIVE SANCTIONS, OR BOTH. IF YOU FEEL THE CONSIGNEE HAS NOT COMPLIED WITH THE TERMS OF THIS AGREEMENT, PLEASE CONTACT THE DEPARTMENT OF MOTOR VEHICLES, DIVISION OF INVESTIGATIONS AND OCCUPATIONAL LICENSING, BUREAU OF INVESTIGATIONS, VIA THE LOCAL DEPARTMENT OF MOTOR VEHICLES OFFICE.