

- *Data contained below is all part of the 3500+ pages of evidence admitted without objection that upon MOSLER's subsequent-request, Judge Luis Delgado was induced to declare was **"no evidence or inference in a light most favorable to Plaintiffs"***
- *Following a small sample of the evidence before the jury on the topic of MOSLER Fraudulently Inducing JAMES to submit a \$100,000 deposit direct to MOSLER; **and** Breaching a Contract to return the \$100,000 deposit.*

For Judicial Efficiency, the two "Good Faith Deposit" scams will be presented in sequence, with the chronologically-first good faith deposit scam evidence presented first.

Trial Tesimony May 2023 pg 784 ln 16 - 19

16· · · · · THE COURT:· Okay· All right· The exhibit is
 17· · · · **admitted without objection.** Number 57, Madam
 18· · · · Clerk?
 19· · · · · THE CLERK:· Yes, Your Honor.

- Snip of Defendants Post-Spoliation Production DEF11795 dated May 2, 2011 follows:

From: ["Warren Mosler" <warren.mosler@gmail.com>](mailto:warren.mosler@gmail.com)
To: ["Todd Wagner" <mt900supercar@gmail.com>](mailto:mt900supercar@gmail.com)
CC: ["Jill Wagner" <jwagner@moslerauto.com>](mailto:jwagner@moslerauto.com)
Date: 5/2/2011 3:41:07 PM
Subject: Re: Signing the Asset Purchase Agreement

On Mon, May 2, 2011 at 11:27 AM, Todd Wagner <mt900supercar@gmail.com> wro
 Hi Warren,

I'm flying back to LA in a couple hours. There is a 70% chance that I'll come back w
 If not on that day, then 99% certainty by the end of that week.

I've made all of the changes that you requested, with the exception of the \$100,000
 of 3 due to the expectation that it will take the full 4 months for the remainder.

The deposit can be refundable if someone else buys the company.

- 2023-TRIAL Plaintiff's Exhibit #57 ('PL#57) follows:

1 Exhibit "J" for Florida RICO lawsuit in 19th District Circuit Civil Court

From: "Warren Mosler" <warren.mosler@gmail.com>
To: "Jill Wagner" <JWagner@moslerauto.com>
CC:
Date: 5/2/2011 4:56:03 PM
Subject: Fwd: Signing the Asset Purchase Agreement

----- Forwarded message -----
From: Warren Mosler <warren.mosler@gmail.com>
Date: Mon, May 2, 2011 at 4:55 PM
Subject: Re: Signing the Asset Purchase Agreement
To: "J. Todd Wagner" <mt900supercar@gmail.com>

On Mon, May 2, 2011 at 3:55 PM, J. Todd Wagner <mt900supercar@gmail.com> wrote:
I'll ask if they are willing to pay 200k for that car.

So I understand you fully, the 100,000k gives is 3 months of exclusivity (as opposed to 4 months), and becomes refundable upon the following circumstances:

A) MSI does not close within the 3 months; and
no

B) Another party purchases the MACC assets after the 3 month period.
yes

Am I understanding correctly?

Todd

Sent from my Palm Pre on the Now Network from Sprint

DEF011776

On May 2, 2011 3:41 PM, Warren Mosler <warren.mosler@gmail.com> wrote:

On Mon, May 2, 2011 at 11:27 AM, Todd Wagner <mt900supercar@gmail.com> wrote:
Hi Warren,

I'm flying back to LA in a couple hours. There is a 70% chance that I'll come back with the \$100,000 check in-hand when I return the following Tuesday. If not on that day, then 99% certainty by the end of that week.

I've made all of the changes that you requested, with the exception of the \$100,000 non-refundable deposit giving MSI exclusivity for 4 months instead of 3 due to the expectation that it will take the full 4 months for the remainder.

The deposit can be refundable if someone else buys the company.

To improve cash-flow during this time, I've asked my investor to purchase one of the cars out of the MSI deal after the \$100,000 is deposited. The black supercharged car (part of the MSI deal) will be bought for \$150,000. The cash can come direct to you, as a second deposit into the purchase of the assets listed in the Asset Purchase Agreement. This amount is also non-refundable of course.

that car costs 200,000 thanks.

Is this OK with you? If so, please sign/scan/email the signature page back to me asap.

--
Cheers,
J. Todd Wagner

Confidentiality Notice: This document, including all intellectual property, data and attachments, is for the sole use of the intended recipient(s) and contains confidential and privileged information. Mosler Automotive (and assigns) shall vigorously pursue all effective legal remedies including severe civil damages and criminal penalties against any unauthorized review, use, disclosure, reproduction, replication or distribution, which is strictly prohibited under Title 17 U.S.C, Digital Millennium Copyright Act (DMCA), and World Copyright Treaty (WIPO / WCT)

DEF011777

--
Because we believe we can be the next Greece, we continue to work to turn ourselves into the next Japan:

'The 7 Deadly Innocent Frauds'
<http://www.moslereconomics.com/2009/12/10/7-deadly-innocent-frauds/>
"The most important book ever written"- Elizabeth O'Tool, Jan 8, 2011

The 1997-2001 budget surplus was the longest surplus since the 1927-1930 surplus. Coincidence?

The financial sector is a lot more trouble than it's worth.

www.moslereconomics.com
<http://twitter.com/wbmosler>

Valance Company, Inc,
5013 Chancellors Wharf, Suite 2
Christiansted, USVI 00820

Office phone: [340 692 7710](tel:3406927710) (fax 7715)

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--
Because we believe we can be the next Greece, we continue to work to turn ourselves into the next Japan:

'The 7 Deadly Innocent Frauds'

DEF011778

20· . . . Q· · Flipping back to the next page, that's the
21· ·email information that I just went over with you in
22· ·another exhibit, correct?
23· . . . A· · Right, right, yes.
24· . . . Q· · Okay· So now we're getting to the front page.
25· ·That's the continuation reading up from the bottom of
·1· ·the emails that we just went over?
·2· . . . A· · Yeah.
·3· . . . Q· · The significance of this document is that you
·4· ·forwarded that email string to Jill Wagner, ***the vice***
·5· ·***president of the company at the time***, didn't you?
·6· . . . A· · Okay.
·7· . . . Q· · Right?
·8· . . . A· · Yeah.
·9· . . . Q· · That's because you wanted Ms. Wagner ***to***
10· ·***understand --***
11· . . . A· · To be up-to-date.
12· . . . Q· · -- ***the terms of the agreement, right?***
13· . . . **A· · Right, right, right.**

3· You knew that Mr. Wagner -- when he wrote you
·4· ·and introduced you to Mr. Lew Lee, he said "***This is***
·5· ·***covered by our Exclusive Investment Brokering***

·6· ***Agreement,***" right?

·7· . . . **A· · Correct.**

·8· . . . Q· · Okay· And yet a few minutes ago you said that

·9· ***you had signed a contract with Lew Lee*** -- or, I'm sorry,

10· Santa Fe Digital Media -- or letter of intent you said,

11· I apologize· ***You said you signed a letter of intent*** --

12· . . . **A· · Yeah.**

- "Exclusive Investment Brokering Agreement" (PL#59) follows:

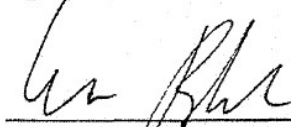
EXCLUSIVE INVESTMENT BROKERING AGREEMENT

1 April 2011

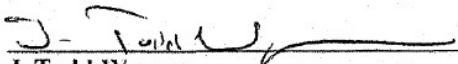
This Agreement between Warren Mosler ('Warren') and J. Todd Wagner ('Todd') grants Todd and the corporation that Todd represents, Mosler Supercars, Inc. ('MSI'), exclusive rights to purchase Mosler Auto Care Center ('MACC') assets on behalf of any investor that Todd or MSI presents to Warren or MACC. Warren nor MACC may sell MACC assets directly to any investor whom MSI or Todd introduces to Warren.

This Exclusive Investment Brokering Agreement terminates December 31, 2011.

Agreed by:



Warren Mosler
CEO/Owner
Mosler Auto Care Center
DBA: Mosler Automotive



J. Todd Wagner
CEO
Mosler Supercars, Inc.

- "Letter of Intent" between Warren Mosler and "Lew Lee" (PL#68) follows (two pages):

LETTER OF INTENT

June 29, 2011

Warren B. Mosler
5013 Chandler's Wharf, Suite 2
Christiansted, VI 00820

Re: Mosler Automotive

Dear Mr. Mosler:

This Letter of Intent is executed as of the date last written herein by and between Santa Fe Digital Media, a New Mexico corporation ("SFDM"), and Mosler Automotive d/b/a Mosler Auto Care Center ("MACC"), as follows:

Non-refundable Deposit: SFDM shall deliver a non-refundable deposit in the sum of One Hundred Thousand Dollars (US\$100,000.00), by wire transfer to Enterprise Bank of Florida to the account of Warren B. Mosler.

Purchase Price: The remaining balance of Four Million Eight Hundred Fifty Thousand Dollars (US\$4,850,000.00) shall be delivered to a designated Escrow Agent on or before September 1, 2011.

Closing Date: The transaction under this Letter of Intent shall be closed on or before September 1, 2011.

MACC and SFDM shall mutually prepare an agreed list of all assets of MACC, which shall be incorporated in a definitive Purchase and Sale Agreement for this transaction. It is understood that this transaction will include the real property, fixtures and inventory of MACC, together with existing contracts and business records thereof.

It is understood that MACC and SFDM are entering into this Letter of Intent and this transaction acting as principals on their own behalf, and that no Broker(s) is representing either party in this transaction.

MACC and SFDM, and their respective agents and employees shall maintain strict confidentiality as to the parties, any terms and conditions, and any subsequent contract or agreements entered into between SFDM and MACC in connection with the transaction contemplated herein.

This Letter of Intent is intended to outline basic terms and conditions that will be incorporated in a subsequent Purchase and Sale Agreement, and the parties hereto commit to exercise diligent and good faith efforts in the completion of that Purchase and Sale Agreement.

Signed and dated herein as follows:

SANTA FE DIGITAL MEDIA

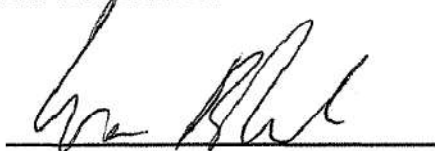
Lew Lee

Digitally signed by Lew Lee
DN: cn=Lew Lee, o=SFDM, INC,
ou=CEO, email=HDTV_1@mac.
com, c=US
Date: 2011.06.29 12:29:26 -06'00'

Lew Lee, C.E.O.

Dated: 6/29/11

MOSLER AUTOMOTIVE



Warren B. Mosler

Dated: 6/29/11

10 · · · Q · You just said there was a contract and they
11 · were working together. Was there an agreement between
12 · them that you were aware of?
13 · · · A · Yes.
14 · · · Q · Okay. And what were the terms of that
15 · agreement?
16 · · · A · I'd have to look it up.
17 · · · Q · Okay. As you sit here, you don't know?
18 · · · A · I can't repeat it --
19 · · · Q · Fair enough.
20 · · · A · -- from memory right now the terms of their
21 · agreement.
22 · · · Q · All right. ***So can I see what exhibits you***
23 · ***have there, please? May I have those?*** Thank you.
24 · · · · · So in Defendants' Exhibit Number 1, when
25 · Mr. Wagner wrote that Mr. Lee was a possible future
·1 · partner in the supercar business --
·2 · · · A · Yeah.
·3 · · · Q · -- on June 3rd, did you ever come to have any
·4 · other knowledge besides he was a possible future
·5 · partner?
·6 · · · A · Yes.
·7 · · · Q · Okay. And when did you come to that
·8 · information?
·9 · · · A · I'd have to check the email trail for the
10 · exact date and time.

11· . . . Q· · Okay· · Nevertheless, you don't debate -- **you**
12· ***don't refute that \$100,000 was wired into your account***
13· ***by Mr. Wagner's father, correct?***
14· . . . **A· · That is correct. The wire came in from the**
15· **father's account.**

Trial Testimony, Warren Mosler testifying pg 989 ln 16 - pg 990 ln 1

16· . . . Q· · Yes· · Okay· · You just dispute what the purpose
17· ·of that wire was, correct?
18· . . . A· · I mean, I don't think I dispute it.
19· . . . Q· · Okay.
20· . . . A· · The purpose was a \$100,000 nonrefundable
21· ·deposit that we've been talking about forever.
22· . . . ***Q· · Well, you keep saying the word***
23· ***"nonrefundable."· We just covered a bunch of information***
24· ***today about the refundability versus non-refundability,***
25· ***correct?***
·1· . . . A· · Not correct.

- Snip of PL#57 previously entered into evidence without objection follows:

From: **Warren Mosler** <warren.mosler@gmail.com>

Date: Mon, May 2, 2011 at 4:55 PM

Subject: Re: Signing the Asset Purchase Agreement

To: "J. Todd Wagner" <mt900supercar@gmail.com>

On Mon, May 2, 2011 at 3:55 PM, J. Todd Wagner <mt900supercar@gmail.com>
I'll ask if they are willing to pay 200k for that car.

So I understand you fully, the 100,000k gives is 3 months of exclusivity (circumstances:

A) MSI does not close within the 3 months; and

no

B) Another party purchases the MACC assets after the 3 month period.

yes

Am I understanding correctly?

Todd

Trial Testimony, Warren Mosler testifying pg 990 pg 2 - 5

·2· . . . Q· · Okay· · Not correct?

·3· . . . A· · Those were discussion terms. The actual

·4· ·letter of intent was clearly marked in plain English

·5· ·that it was nonrefundable.

- Snip #1 of "the actual letter of intent" that MOSLER was referring to (PL#68) follows:

Signed and dated herein as follows:

SANTA FE DIGITAL MEDIA

Lew Lee

Digitally signed by Lew Lee
DN: cn=Lew Lee, o=SFDM, INC,
ou=CEO, email=HDTV_1@mac.
com, c=US
Date: 2011.06.29 12:29:26 -06'00'

Lew Lee, C.E.O.

Dated: 6/29/11

MOSLER AUTOMOTIVE



Warren B. Mosler

Dated:

6/29/11

- Snip #2 of "the actual letter of intent" that MOSLER was referring to (PL#68) follows:

MACC and SFDM, and their respective agents and employees shall maintain strict confidentiality as to the parties, any terms and conditions, and any subsequent contract or agreements entered into between SFDM and MACC in connection with the transaction contemplated herein.

- Snip #3 of "the actual letter of intent" that MOSLER was referring to (PL#68) follows:

MACC and SFDM shall mutually prepare an agreed list of all assets of MACC, which shall be incorporated in a definitive Purchase and Sale Agreement for this transaction. It is understood that this transaction will include the real property, fixtures and inventory of MACC, together with existing contracts and business records thereof.

It is understood that MACC and SFDM are entering into this Letter of Intent and this transaction acting as principals on their own behalf, and that no Broker(s) is representing either party in this transaction.

Trial Transcript, James Todd Wagner in cross-examination pg 1287 ln 4 – 15

- 4· Now that doesn't mean he's necessarily
- 5· ·creating a binding agreement to what you are writing in
- 6· ·this email, right?
- 7· . . . A· ·I disagree.
- 8· . . . Q· ·So you think --
- 9· . . . **A· ·This is the way he operated. He'd trade -- I**
- 10· **worked for his hedge fund for a while. He would trade**
- 11· **hundreds of millions of dollars and swap, I think,**
- 12· **currencies in Japan or whatever and the emails would**
- 13· **look just like this. They're just emails.** They're
- 14· ·little cryptic emails with "okay" like this and trades
- 15· ·are made.

Trial Transcript, James Todd Wagner in cross-examination pg 1415 ln 4 – 24

- 4· ·BY MR. WEBER:
- 5· . . . Q· ·Yes or no?
- 6· . . . A· ·There's three months of exclusivity. After
- 7· ·the three months of exclusivity that my company has, f
- 8· ·someone else buys the company, **I'm supposed to be**
- 9· **refunded the \$100,000 immediately,** not after another
- 10· ·three months.
- 11· . . . Q· ·That's based on an oral agreement, correct?
- 12· . . . A· ·It's based upon this agreement. As far as
- 13· ·like what "oral" means in, like, legal terms, this is an
- 14· ·email agreement. From my perspective, as a layman, **this**
- 15· **was Warren Mosler's bond.**

16. . . . Q. . You --

17. . . . A. . Whether you call it an "oral agreement" or a

18. . "written agreement," I don't know, but --

19. . . . Q. . Well --

20. . . . **A. . -- this is the exact same format that Mosler**

21. **trades hundreds of millions of dollars in a hedge fund.**

22. . . . Q. . I'm not asking about --

23. MR. WEBER: . Move to strike.

24. THE WITNESS: . This is his bond.

Trial Transcript, James Todd Wagner in cross-examination pg 1415 ln 4 – 24

21. . . . Q. . Putting aside this email, you understood that

22. . Savvas Savopoulos did not want you involved in MACC if

23. . he purchased MACC, correct?

24. . . . A. . I didn't know that. . I mean, that's misstating

25. . anything. . He didn't reply back here. . And,

·1· **fundamentally, Mr. Mosler trades hundreds of millions of**

·2· **dollars and has to honor his agreements. I thought for**

·3· **sure Mr. Mosler would honor his agreements, his written**

·4· **agreements.**

2 · · · · Q · And who was there -- **who was MACC actually**

·3· **cutting a deal with?**

·4· · · · A · According to this, it's LHX, LLC.

·5· · · · Q · Okay · And they were paying how much?

·6· · · · A · \$1 million.

17 · · · · Q · Now, according to this document, on

18 · August 30th, which would be well after the June 29th,

19 · 2011 deposit --

20 · · · · A · Yes.

21 · · · · Q · -- the purchase price for LHX to buy was how

22 · much?

23 · · · · A · \$1 million.

24 · · · · Q · And how much would they have had to come up

25 · with to close at closing?

Page 1822

·1· · · · A · The exact same, \$1 million.

·2· · · · Q · So what happened to the \$100,000?

·3· · · · A · Mr. Mosler knew that these guys didn't put in

·4· · \$100,000 · He knew it was mine · And this email is like

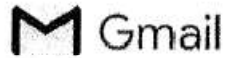
·5· · the mic drop. **It shows that he knew all along the**

·6· **100,000's mine.**

·7· He still wanted to sell it to Lew Lee. · It was
·8· · a million dollar price and it had to come up with a
·9· · million dollars at closing. There's no credit for any
10· · deposit because there wasn't one. Everybody had to go
11· · through two weeks of this stuff. · We knew it all along.

- For a reminder, Snip #3 of “the actual letter of intent” (PL#68) per MOSLER follows:
MACC and SFDM shall mutually prepare an agreed list of all assets of MACC, which shall be incorporated in a definitive Purchase and Sale Agreement for this transaction. It is understood

- The Mosler-to-LHX sale agreement that was entered into 2023-TRIAL evidence without objection (PL#113) that JAMES was testifying about above follows with the attachment following the transmittal email:



James Todd Wagner <j.todd.wagner@gmail.com>

Proposed closing draft

1 message

Jill Wagner <jwagner@moslerauto.com>
To: Lew Lee <hdtv_1@mac.com>
Cc: Warren Mosler <warren.mosler@gmail.com>

Tue, Aug 30, 2011 at 3:48 PM

Hi Lew,

Please disregard all former documents. Attached is the proposed closing draft. Call me later when you are done your day. I am up until 10 PM. Talk soon!

Thank you,

Jill Wagner

GM and VP of Global Operations

Mosler Automotive

Phone: 561-842-2492

Fax: 561-844-7701

 **BusinessSALE MACC8 29 2011.doc**
50K

SALE OF BUSINESS AGREEMENT

THIS AGREEMENT made and entered into this 1st day of September, 2011, by and between Mosler Auto Care Center, Inc, 2391 Old Dixie Highway, Riviera Beach, FL 33404, hereinafter referred to as "Seller", and LHX, LLC, hereinafter referred to as "Buyer".

WITNESSETH:

WHEREAS, Seller owns that certain business known as Mosler Automotive which Buyer is desirous of buying; and

WHEREAS, Seller is willing to sell and Buyer is willing to purchase such business upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. **Assets to be Purchased.** The Seller agrees to sell and the Buyer agrees to buy at the price set forth below, and upon the terms and conditions hereinafter set forth, the following described assets of the business owned by Seller:

All inventory, furniture, fixtures, transferable licenses, equipment, all contracts of the business and existing equipment lease agreements, if any, of the ongoing business known as Mosler Automotive; a copy of said inventory, furniture, fixtures, transferable licenses and equipment is marked as Exhibit "A", attached hereto and made a part hereof and a copy of said existing equipment leases are marked as Exhibit "B", attached hereto and made a part hereof. **All inventory, furniture, fixtures, transferable licenses and equipment is being sold "AS IS, WHERE IS" without warranty of any kind, express or implied, including but not limited to, implied warranties of merchantability or implied warranties of fitness for a particular purpose, except warranty of good title.**

2. **Sales Price.** The selling price for the sale, conveyance and delivery of the assets described in Paragraph 1 hereof shall be One Million and 00/100 (\$1,000,000.00) Dollars and shall be allocated as follows:

Goodwill	\$
Furniture, fixtures & equipment	\$
Assignment of _____ agreement	\$
Non-Competition Agreement	\$

The purchase price shall be payable as follows:

a. At closing, Buyer shall pay Seller in cash or by wire transfer the sum of One Million and 00/100 (\$1,000,000.00) Dollars.

b. At Closing Buyer shall pay Seller in cash or by wire for closing prorations or adjustments, if any, as provided in Paragraph 3 below.

3. Adjustments. Adjustments and/or prorations shall be made at the time of closing for the following, if applicable: Insurance premiums on assumed policies (at Buyer's option); utilities; utility deposits; deposits with landlord of the equipment lessors (if any); rents; personal property taxes; waste removal; licenses; and such other adjustments as are agreed to by the parties and reflected in the closing statement. The net amount of these adjustments shall be an increase or decrease of the purchase price, as the case may be. Such adjustments, if they increase the purchase price, shall be paid by Buyer to Seller at closing. Alternatively, if such adjustments lower the purchase price, Buyer shall be entitled to appropriate credit or refund from monies paid in escrow at closing.

4. Conveyance of Assets. Upon the closing of this transaction, as hereinafter described, Seller shall deliver to Buyer all such Bills of Sale, Endorsements, Assignments and other good and sufficient instruments of transfer as shall be effective to vest in Buyer good title to the assets described in Paragraph 1 hereof; and appropriate assignments of lease and landlord's consent to assignment of leases for the business premises describe in paragraph 1 hereof.

5. Assumption of Trade Debt. Except as otherwise provided herein, it is hereby agreed between the parties that Buyer is not assuming any trade obligations of Seller which exist at the time of closing of this transaction. All trade obligations of Seller are to be paid as of the time of closing including any applicable sales tax, payroll tax, personal property taxes, Social Security, unemployment insurance and business licenses. Buyer acknowledges that any accounts receivable owed to Seller by third parties by reason of Seller's operation of the business shall remain assets of the Seller after the closing of this transaction.

6. Expenses. Buyer shall pay for the transfer of all licenses and bulk sale compliance, if any.

7. Representation of Seller. The Seller makes the following representations and warranties to Buyer, all of which shall survive closing:

a. The Seller is the owner of, and has good marketable title to the assets described in paragraph 1 hereof, free of all debts and encumbrances.

b. Seller warrants that all taxes due all governing bodies including, but not limited to, personal property taxes, Social Security, unemployment insurance, sales taxes, income taxes, FICA and withholding taxes, arising from the operation of Seller's business to the date of closing of this transaction shall be paid and satisfied by the Seller prior to closing.

c. The execution and delivery of this Agreement and consummation of the transaction contemplated by this Agreement and compliance with its terms and conditions by Seller, hereinafter referred to as Seller's Acts, will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, any of the following: indenture; mortgage; loan agreement; any other instrument or agreement to which Seller is a party or by which its property is bound or otherwise encumbered; any applicable law; rule; regulation; judgment; or order or decree of any government, governmental authority, agency or instrumentality, or court, domestic or foreign, having jurisdiction over Seller or any of its properties. No consent, waiver, approval, license or authorization of any person or public authority is required in order to effectuate the transactions contemplated herein except as hereinafter set forth.

d. To the best of Seller's knowledge, there exist no material defects in any of its assets, rights and properties to be purchased hereunder.

e. Seller is a corporation duly organized and existing and in good standing under the laws of the State of Florida. One hundred (100%) percent of the Stockholders of said corporation and one hundred (100%) percent of the Board of Directors of said corporation have approved the sale described hereunder and have authorized the officers executing this Agreement to do so. Seller agrees to deliver a corporate resolution to Buyer at closing reflecting approval by the Stockholders of this transaction.

8. Covenants of Seller. The Seller covenants with Buyer as follows:

a. The Bill of Sale and instruments of assignment to be delivered by Seller at closing will transfer all assets enumerated in the attached Exhibit "A", free of all security interests and other liens and encumbrances and will contain the usual and customary warranties of Title. **All inventory, furniture, fixtures, transferable licenses and equipment are being sold "AS IS, WHERE IS" without warranty of any kind, express or implied, including, but not limited to implied warranties of merchantability or implied warranties of fitness for a particular purpose, except warranty of good title.**

b. The business of Seller is presently operating and will be conducted through the date of closing in accordance with all applicable laws, and rules and regulations of the City, State and Federal governments and any agencies thereof.

c. All Social Security, withholding, sales, personal property, and

unemployment insurance taxes to the City, State and Federal Governments will be paid or provided for through the date of closing.

d. No judgments or liens will be outstanding at the time of closing against Seller or its business, and there shall be no suits or proceedings pending or threatened against Seller or its business.

e. Seller shall operate and maintain its business in the regular course and will not violate the terms of any real property or equipment lease or any other contract or lease connected with the business.

9. Excluded equipment and assets. The Parties agree and acknowledge that none of the equipment or assets of the business known as Total Engine Concepts are included in this sale which conducts its business in the same building in which Seller conducts its business.

10. Closing. The closing and transfer of the title of the business assets being purchased herein shall take place on September 1, 2011 at such location as may be designated by Seller. Each of the parties shall execute and deliver at closing all instruments reasonably required to carry out the terms of this Agreement.

11. Assignment of Name. Upon the closing of this transaction, Seller shall assign to Buyer all of its right, title and interest to all deposits, and to the name and business insignia of MOSLER MT900 and telephone number is (561) 842-2492. The Seller has no knowledge of any claim or reason to believe that it is or may be infringing or otherwise acting adversely to the rights of any person under or in respect to any trademark, service mark, trade name, copyright, license or any similar intangible right of any third party or entity whatsoever.

12. Premise lease. Buyer hereby agrees to lease the approximate 50,000 square foot business premises in which Mosler Automotive operates its business located at 2391 Old Dixie Highway, Riviera Beach, FL 33404 from the Warren B. Mosler Revocable Trust (hereinafter referred to as "Landlord") for a term of five (5) years at an initial rental rate \$3.00 per square foot, on a net-net-net basis as detailed in a separate Lease Agreement between Buyer and Landlord. Buyer acknowledges that the aforementioned premise lease will not the portion of the above described building from which the business known as Total Engine Concepts conducts its business.

13. Seller's Assistance Following Closing. Seller shall, at no cost to Buyer, remain with the Buyer for a period of Thirty (30) days following the closing of this transaction during normal business hours for the purpose of consulting with and instructing Buyer as to any and all aspects of the operation of the business, including Buyer to customers and suppliers.

14. Risk of Loss. In the event any loss due to fire, storm, flood, riot, explosion or other casualty, up to the time of closing, the Seller shall have the right to cure said loss, at its cost and expense, and the contract shall remain valid and shall be extended for a period of time not to exceed thirty (30) days to correct such damage. If the Seller elects not to correct said damage or loss, Buyer shall have the right of terminating this Agreement and obtaining a refund of all deposits made hereunder at which time neither party shall have any rights against the other, or of accepting the subject premises in an "as is" condition and closing in accordance with the terms and conditions of this Agreement; provided, however, in the event that the Buyer elects to accept the premises in an "as is" condition, the Buyer shall be entitled to any insurance proceeds due the Seller as a result of the damage. If the Buyer does not elect to accept the subject premises in an "as is" condition, then Seller may terminate this Agreement and neither party shall have any rights against the other, as above-defined.

15. Waiver. The forbearance on the part of any party from declaring an act or failure to act to be a breach of this Agreement shall not constitute a waiver of any subsequent breach.

16. Notice. If either party desires to give notice to the other or to tender to the other such notice or tender shall be deposited in the United States mail, certified and addressed to the party to whom it is intended as follows:

To the Seller: Mosler Auto Care Center, Inc.
2391 Old Dixie Highway
Riviera Beach, FL 33404

To the Buyer: LHX, LLC
7 Avenida Vista Grande B7 (213)
Santa Fe, New Mexico, USA 87508-9199

17. Survival of Warranties. All warranties, covenants, and representations made by the parties to this Agreement shall survive the closing.

18. Non-Compete. Seller agrees they will not compete, directly or indirectly, or hire any of the employees of the business known as Mosler Automotive, or become a shareholder, partner, investor or own any interest in any business entity directly or indirectly, which competes directly or indirectly with the business of Mosler Automotive for a period of three (3) years domestically or in any foreign country as Mosler Automotive sells its products worldwide.

19. Broker. The Seller and Buyer represent each to the other that no broker has been engaged by either party in connection with this transaction. Seller shall

indemnify, defend and save Buyer harmless from and against all costs, expenses or losses (including attorney's fees and court costs at trial and appellate levels) arising out of any claim by any broker alleged to have been engaged by Seller, to a commission or compensation by reason of this transaction. Buyer shall indemnify, defend and hold Seller harmless from and against all costs, expenses or losses (including attorney's fees and court costs at trial and appellate levels) arising out of any claim by any broker alleged to have been engaged by Buyer, to a commission or compensation by reason of this transaction.

20. Miscellaneous.

a. Time or performance by either party of each and every provision and covenant herein contained is of the essence of this Sale of Business Agreement.

b. Any reference herein to Seller and Buyer shall include their respective successors, heirs, personal representatives, nominees or assigns.

c. Article headings shall not be deemed to be a part of the provisions of such Articles or have any effect upon the construction thereof, but the same are inserted only for the purpose of reference only.

d. All words used herein in the singular number shall extend to and include the plural number, and all words used in the plural shall extend to and include the singular number, when the context or facts require same. All words used herein in any gender shall extend to and include all genders and any pronoun will be taken to refer to the person or persons intended, regardless of number or gender.

e. This Sale of Business Agreement constitutes the entire and complete agreement between the parties hereto and supersedes all prior correspondence, discussions, agreements and understandings between the parties hereto relating to the sale and purchase of the demised premises. This Agreement may be changed or modified only by written instrument signed by the parties hereto.

f. Any questions or matters arising under this Agreement as to validity, construction or performance or otherwise shall be construed and determined in accordance with the laws of the State of Florida.

g. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees at trial level or appellate level. This provision shall survive the closing of this transaction. The performance of this Agreement may be enforced by either party by the institution of suit for damages or for specific performance.

21. Choice of Law. The parties agree that this Agreement shall be governed by the laws of the State of Florida. Further, in the event either party institutes suit

concerning this Agreement, such suit shall be filed in a Court having appropriate jurisdiction in Palm Beach County, Florida.

22. **Attorney's Fees.** It is specifically agreed by the parties that in the event litigation is instituted concerning this Agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs of suit both at trial level and appellate level.

23. **Entire Agreement.** The parties specifically acknowledge that this Agreement contains the entire agreement between the parties concerning the subject matter contained herein and that all prior agreements between the parties are merged herein.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year first above written.

SELLER:
Mosler Auto Care Center, Inc.

Witness By: _____
Warren B. Mosler, President

Printed Witness Name

Witness

Printed Witness Name

BUYER:
LHX, LLC

Digitally signed by Lew Lee
DN: cn=Lew Lee, o=SFDI, INC,
ou=CEO, email=HDTV_1@mac.com,
c=US
Date: 2011.08.29 11:43:24 -06'00'
Lew Lee
By: _____
Lew Lee, CEO

Witness

Printed Witness Name

Witness

Printed Witness Name

Trial Transcript, Warren Mosler testifying pg 954 ln 10 - 23

10· . . . Q· You had concluded that **Lew Lee was a snake oil**

11· ***·salesman type of guy***, didn't you?

12· . . . A· I don't know if "concluded" is the word, but I

13· think I used language like that. Well, I don't know,

14· I'd have to see the documentation. It sounds like

15· something from my deposition.

16· . . . Q· ***You told me Lew Lee is some wild -- he's kind***

17· ***of a fast-talking, like a snake oil salesman type of***

18· ***guy.***

19· . . . **A· Yeah, like a snake oil.** That's different than

20· saying -- you really go out of your way to distort what

21· I'm saying, just like the journalists do.

22· . . . Q· ***Sir, I was just reading from your transcript.***

23· . . . **A· Yeah, yeah.**

Trial Transcript, Sally Apgar (private investigator about "Lew Lee") testifying pg 439 ln 21 - 23

21· Yeah, he was -- I had Lew Lee, Ralph Lew Lee,

22· RalphLewLee as one word, Ralph TA, Lew-Lee, Ralph Lee,

23· so there was a bunch of permutations of his name.

Trial Transcript, Sally Apgar (private investigator about "Lew Lee") testifying pg 448 ln 18 - 21

18· And this one I went to the Los Angeles County

19· Court to see what kind of court cases he had been

20· involved in, and **that's where I found the judgment in**

21· **the fraud case.**

- Subsequent to JAMES's demands for the return of his \$100,000 deposit after MOSLER gave-away the MACC-assets that JAMES was intending to buy; MOSLER wanted a Full-Release signed by JAMES:
- Snip#1 of the 8-page 'Termination and Release', PL#80, follows:

TERMINATION AND RELEASE AGREEMENT

THIS TERMINATION AND RELEASE AGREEMENT (this "Agreement") is entered into effective as of November 21, 2011 (the "Effective Date"), by and among (i) Mosler Auto Care Center, Inc., a Florida corporation (the "Company"), (ii) Warren B. Mosler ("Mosler"), (iii) James T. Wagner ("Wagner") and (iv) with respect to Sections 1, 2, 3.1, 3.5, 4 and 5, Supercar Engineering, Inc., a Florida corporation ("SEI"). Wagner and SEI are sometimes individually referred to herein as a "Wagner Party" and collectively as the "Wagner Parties".

- Snip#2 of the 8-page 'Termination and Release', PL#80, follows:

1. **Consideration.** As full consideration for the transactions contemplated by this agreement, Wagner shall be paid \$100.00 by the Company in connection with or promptly following the execution of this Agreement, which payment shall be made in cash or via check.

- Snip#3 of the 8-page 'Termination and Release', PL#80, follows:

2. **Termination.** Any and all contracts, agreements, relationships, options, arrangements, obligations or commitments, whether oral or written, exclusive or non-exclusive, of any kind or nature, including, without limitation, agreements relating to rights or purchase or first negotiation, dealership, distributor, commission, discount, consignment, sales or reseller agreements, between any of the Wagner Parties or any of their affiliates (including without limitation Mosler Saudi Arabia, Mosler China and Mosler Thailand) or related business entities (collectively, "Wagner Affiliates"), on the one hand, and the Company, Mosler, Consulier Engineering, Inc., Alan R. Simon, or any of their affiliates, subsidiaries or related business entities

- Snip#4 of the 8-page 'Termination and Release', PL#80, follows:
 - a. any other agreements in the summary of email and verbal agreements titled Exclusive Distributorships of Mosler Products in China and Thailand, dated July 16, 2010, sent by Wagner to Jill Wagner by email dated July 16, 2010, and any prior or

- Snip#5 of the 8-page 'Termination and Release', PL#80, follows:

3. **Intellectual Property Rights and Confidential Information.**

3.1 **Mosler Names.** The Wagner Parties each hereby acknowledge and agree that the names and brands "Mosler", "MT", "MT900", "Mosler-Trenne", "Photon", "Intruder", "Raptor" or "Consulier", and any derivations thereof (the "Names"), and all rights, title and interest therein and

- Snip#6 of the 8-page 'Termination and Release', PL#80, follows:

encumbrances, to the Company. To the extent allowed by applicable law, the assignment of the Assets includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent Wagner retains any such Moral Rights under applicable law, Wagner hereby waives and agrees not to institute, support, maintain or permit any action or proceeding on the basis of, or otherwise assert, such Moral Rights. Wagner hereby

- Snip#7 of the 8-page 'Termination and Release', PL#80, follows:

Agreement, (i) "Intellectual Property Rights" means all patents, copyrights, trade secrets, service marks, mask works rights, trademarks, trade dress rights, all applications, registrations, future continuations-in-part, divisions, reissues, reexaminations, extensions of or for any of the foregoing, and any other intellectual property rights in all countries in the world, whether existing or hereinafter developed with respect to such intellectual property rights and (ii) "Technology" means all manufacturing techniques, designs, specifications, tools, textual or artist work, prototypes, processes, formulas, inventions, concepts, discoveries, modifications, improvements, developments,

- Snip#8 of the 8-page 'Termination and Release', PL#80, follows:

4. **Release.**

4.1 Effective upon the Effective Date, the Wagner Parties, on their own behalf and on behalf of their past, present or future affiliates (including the Wagner Affiliates), agents, attorneys,

va-314502

administrators, heirs, executors, devisees, executors, trustees, beneficiaries, representatives, successors and assigns (collectively, the "Releasing Parties"), hereby absolutely, unconditionally, irrevocably and fully release, forever discharge and covenant not to sue the Company, and any of its past, present or future parent entities, divisions, affiliates, subsidiaries, related business entities, stockholders, equity holders, members, partners, limited partners, partnerships, directors, managing

- Snip#9 of the 8-page 'Termination and Release', PL#80, follows:

through to the Effective Date. Each Wagner Party acknowledges and agrees that full and sufficient consideration for this release (this "Release") has been provided as set forth herein.

4.2 THE RELEASING PARTIES UNDERSTAND THAT THIS RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

- Snip#10 of the 8-page 'Termination and Release', PL#80, follows:

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the Effective Date.

COMPANY:

MOSLER AUTO CARE CENTER, INC.,
a Florida corporation

By: _____
Name: Warren B. Mosler
Title: President

WAGNER:

JAMES T. WAGNER

SEI:

SUPERCAR ENGINEERING, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

MOSLER:

WARREN B. MOSLER

Trial Testimony, Warren Mosler testifying pg 967 ln 2 – 16

- 2· . . . Q· Under number 1, **the consideration** or what was
·3· being paid to James Todd Wagner to sign this Termination
·4· and Release Agreement was what?
·5· . . . **A· \$100.**
·6· . . . Q· Okay. And what was being terminated there?
·7· . . . A· "Any and all contracts, agreements,
·8· relationships, options, arrangements, obligations or
·9· commitments, whether oral or written, inclusive or
10· noninclusive, of any kind" -- do you want me to read the
11· whole thing?
12· . . . Q· No, you don't need to, but basically he was --
13· *if he would have signed this, he was agreeing to the*
14· *termination of all agreements, including the*
15· *distribution contract*, correct?
16· . . . A· Hold on. Yeah, I suppose.

Trial Testimony, James Todd Wagner testifying pg 1207 ln 15 – pg 1208 ln 7

- 15· . . . Q· Now --
16· . . . A· But I actually got a phone call from
17· Mr. Mosler and he just tells me, "**Hey, Todd, you know,**
18· **you're outmatched here**." I won't do it, but Savvas is
19· the type of guy who will sue you for anything and then
20· you'll have to hire a lawyer for \$400 an hour to defend
21· yourself until you're broke. That's the way things work
22· in America."

23· So at that point I was obviously very
24· ·intimidated because I knew Savvas had -- I think what it
25· ·was is Mr. Mosler was wanting to do the threat, but he
·1· ·didn't want to put his name on it, but **he did follow**
·2· **through on that threat.** He actually sued me because I
·3· **·didn't sign that document**, and I had to spend two years
·4· ·in court over that, essentially, because I didn't
·5· ·surrender everything I had to him. And it wasn't to
·6· ·Savvas, it was to him. That document was to surrender
·7· ·everything I had to him. If I didn't sign it, he'd sue
·8· ·me. For millions, he said.

Trial Testimony, Warren Mosler answering his lawyer, Mr. Weber pg 2346 ln 25 – pg 2347 ln 2

25· . . . Q· · And it's that Mr. Wagner just didn't sign the
·1· ·release per se, right?
·2· . . . A· · Right.

- Snip of Plaintiffs' Exhibit #81 follows:

From: ["Savvas Savopoulos" <savvas@savopoulos.com>](mailto:savvas@savopoulos.com)
To: ["Warren Mosler" <warren.mosler@gmail.com>](mailto:warren.mosler@gmail.com)
CC:
Date: 12/10/2011 5:46:36 PM
Subject: FW: Mosler Agreement for Todd Wagner

Doesn't sound like he's happy. Any pressure you can put?

Trial Testimony, James Todd Wagner testifying pg 1614 ln 1 - 5

1· You wrote "Hi, Warren. It has a few weeks
·2· ·since I requested that you provide documentation showing
·3· ·where you have a right to keep my \$100,000 even
·4· ·though" --
·5· . . . **A· · I know there isn't any.**

Trial Testimony, Warren Mosler testifying pg 2183 ln 21 - 22

21· ·..... So he's not getting **his money** back now under any
22· ·of his presumptions.

- Warren B. Mosler's second "Good Faith Deposit Scam" evidence:

Trial Testimony, Warren Mosler testifying pg 952 ln 3 – 20

3. . . . Q. . And ***Jacob Mosler, your son, had come to you***
4. ***and talking about someone who was interested in***
5. ***purchasing the company.*** Do you recall that?
6. . . . A. . I don't, but I see it now.
7. . . . Q. . Okay. You don't recall -- do you recall --
8. . does this refresh your recollection?
9. . . . A. . No. I recognize the name Furman, but I forgot
10. the details.
11. . . . Q. . Okay. Can you recall ***your son Jacob telling***
12. ***you that after some Internet research, this person***
13. ***appeared to be a pathological liar?***
14. . . . A. . I don't recall it, but I see it.
15. . . . Q. . Okay. Now, and Jacob wrote to you that the
16. guy was absolutely awful, et cetera, correct?
17. . . . A. . Yeah.
18. . . . Q. . And your response was ***"He's a total red flag,***
19. ***but if he's talked someone out of money to give me in***
20. ***the next week, it's not my problem."***

- Snip of PL#77 that Warren B. Mosler is testifying about follows:

Dec 28, 2011, at 8:26 AM, warren.mosler@gmail.com wrote:

He's a total red flag.

But if he's talked someone out of the \$ to give me in the next week its not my problem.
Sent via BlackBerry by AT&T

Trial Testimony, Warren Mosler testifying pg 952 ln 21 – pg 953 ln 16 (continuing)

21· So you were going to allow this person, who

22· · was a total red flag, to talk someone else out of money

23· · to give to you in an attempt to buy the company,

24· · correct?

25· MR. WEBER:· Objection, mischaracterizes the

1· . . . facts -- assumes facts not in evidence.

·2· THE COURT:· Overruled.

·3· THE WITNESS:· I was making a hypothetical

·4· . . . statement to make a point --

·5· · BY MR. ZAPPOLO:

·6· . . . Q· · Okay.

·7· . . . A· · -- you know.

·8· . . . ***Q· · And the point was you didn't care if someone***

·9· ***else was getting fleeced as long as you got the money in***

10· ***your pocket, right?***

11· . . . A· · That was not the point I was trying to make.

12· . . . Q· · Next, you asked -- he said -- your son

13· · responded very, very true, and ***then you told your son to***

14· ***ask that person for an immediate good faith deposit for***

15· ***you and to nurse it along for another week, right?***

16· . . . A· · That's what it says.

Trial Testimony, Warren Mosler testifying pg 952 ln 21 – pg 953 ln 16 (continuing)

17· . . . Q· · Was this just a **scam** to get people to give you
18· ·deposits that you didn't think were going to be able to
19· ·close?
20· . . . A· · I didn't say nonrefundable deposit.

- Full PL#77 follows on next page:

From: ["Warren Mosler" <warren.mosler@gmail.com>](mailto:warren.mosler@gmail.com)
To: ["Jacob Mosler" <mosler.jacob@gmail.com>](mailto:mosler.jacob@gmail.com)
CC:
Date: 12/28/2011 10:43:30 AM
Subject: Re: supercar supershow

so nurse it along for another week.

you want to ask him for an immediate good faith deposit for me?

On Wed, Dec 28, 2011 at 10:19 AM, Jacob Mosler <mosler.jacob@gmail.com> wrote:
Very, very true!

On Dec 28, 2011, at 8:26 AM, warren.mosler@gmail.com wrote:

He's a total red flag.

But if he's talked someone out of the \$ to give me in the next week its not my problem.
Sent via BlackBerry by AT&T

From: jacob mosler <mosler.jacob@gmail.com>
Date: Wed, 28 Dec 2011 08:21:35 -0500
To: <warren.mosler@gmail.com>
Subject: Re: supercar supershow

<http://ictv1.com/>

this is his media guys website. i hate to be so critical but it is absolutely awful.

i still cannot find any sort of tv broadcasted media he has done. At best it will just be on an internet video.

it just looks like bad press (i.e. Todd's "Abby Cubey" video)

DEF008281

i mean, doesnt his Facebook page raise red flags for you?

<http://www.facebook.com/profile.php?id=641410645&sk=info>

Jacob Mosler
mosler.jacob@gmail.com
www.moslerautomotive.com
www.moslereconomics.com
www.mosler2012.com
Center of the Universe, STX
Vaya Con Dios

On Wed, Dec 28, 2011 at 8:18 AM, <warren.mosler@gmail.com> wrote:
Ok.

If no cash by the show he's out.

Sent via BlackBerry by AT&T

From: jacob mosler <mosler.jacob@gmail.com>
Date: Wed, 28 Dec 2011 08:13:47 -0500
To: <warren.mosler@gmail.com>
Subject: Re: supercar supershow

After some internet research, he appears to be a pathological liar.

Jacob Mosler
mosler.jacob@gmail.com
www.moslerautomotive.com
www.moslereconomics.com
www.mosler2012.com
Center of the Universe, STX
Vaya Con Dios

DEF008282

On Wed, Dec 28, 2011 at 8:06 AM, <warren.mosler@gmail.com> wrote:
No downside?
Sent via BlackBerry by AT&T

From: jacob mosler <mosler.jacob@gmail.com>
Date: Wed, 28 Dec 2011 08:06:15 -0500
To: <warren.mosler@gmail.com>
Subject: Re: supercar supershow

I think Furman and i will be the only ones there.
Jacob Mosler
mosler.jacob@gmail.com
www.moslerautomotive.com
www.moslereconomics.com
www.mosler2012.com
Center of the Universe, STX
Yaya Con Dios

On Wed, Dec 28, 2011 at 8:05 AM, <warren.mosler@gmail.com> wrote:
Can't hurt to go to the show if he pays for everything?

If he doesn't close you and Dan just keep doing what you are doing? Maybe start doing repairs or something in general for some income?
Sent via BlackBerry by AT&T

From: jacob mosler <mosler.jacob@gmail.com>
Date: Wed, 28 Dec 2011 07:58:09 -0500
To: <warren.mosler@gmail.com>
Subject: Re: supercar supershow

Based on this email and the website, i have come to the conclusion that this is fake or very unprofessional.

Jacob Mosler
mosler.jacob@gmail.com
www.moslerautomotive.com

DEF008283

www.moslereconomics.com
www.mosler2012.com
Center of the Universe, STX
Vaya Con Dios

On Wed, Dec 28, 2011 at 7:46 AM, <warren.mosler@gmail.com> wrote:
Which?
Sent via BlackBerry by AT&T

From: Jacob Mosler <mosler.jacob@gmail.com>
Date: Wed, 28 Dec 2011 07:41:14 -0500
To: Warren Mosler <warren.mosler@gmail.com>
Subject: Re: supercar supershow

This appears to be low quality.

On Dec 28, 2011, at 5:35 AM, Warren Mosler <warren.mosler@gmail.com> wrote:

Hi,

Work with my son Jacob in the shop to get what we have that makes sense to the show thanks.

The new raptor is in the UK and needs to be shipped back.

<sent from mobile device>
Warren Mosler
President, Valance Co.
5013 Chandler's Wharf
Christiansted, St. Croix
USVI 00820
www.moslereconomics.com

DEF008284

On Dec 27, 2011, at 11:53 PM, Michael Furman <mc17272@gmail.com> wrote:

This is the deal that usually would be much more but they are all extensively been a great help to me in getting Mosler together and thoroughly believe and will do anything to help Mosler Automotive in any way being a Palm Beach local company they are all for helping in every way possible... Wish you could come to the events if at all possible! I'm not sure if I'll be able to have 4 MT900's in time but I'm working on it from friends and associates, but certainly would love to show the raptor, consulier and the MT900 there if you don't mind. I knew the chance to get in with all of the television and celebrity VIP endorsement time and having the sponsorships and media attention would be great regardless, and he has been holding a spot for myself for some time and needs an ok asap as they need to go to press and set things up in time... I will pay out of my own pocket with your ok... I just know that they want Mosler front and center being the best of the supercar world and a local company to show off to all local and now an amazing following coming to town as they have been taking an interest the more I've spoken with many of them! Hope to hear from you soon and I will speak with you then! Have a great day and a safe and Happy New Years!!!

Michael C Furman

----- Forwarded message -----

From: **Neil London** <neillondon@ictv1.com>
Date: Tue, Dec 27, 2011 at 10:03 PM
Subject: Re: supercar supershow
To: Michael Furman <mc17272@gmail.com>

Hi Michael, got the logo, it really is a cool one eh?

Here is the scoop for what the cost for you will be just for you, it is the VIP nominal sponsorship. You can download the sponsorship kit at <http://supercarweek.com/sponkit.doc>

we are now a full week of events starting on Sunday before, with a track Night at PBIR Monday the 16th, a SuperCar at the Gardens between Dirty Martini and 51 SuperClub on Wednesday Jan 18th and then aside from a few other VIP events the main show on the waterfront on Sunday January 22nd.

Updated schedule of the week of events below.

Sunday Jan 15th, VIP Dinner at The Players Club in Wellington

DEF008285

Monday Jan. 16th Track Night at Palm Beach International Raceway
Wednesday Jan.18th, Downtown at The Gardens between Dirty Martini and 51 Supper Club
Thursday Jan. 19th, Media Day
Friday Jan. 20th VIP Women in Wheels Exhibition Party at The Lake Pavilion
Saturday Jan. 21st VIP SuperCar Event
Sunday Jan.22nd, The Waterfront SuperCar SuperShow/ Supercar Weekend main event.

You should be there on Monday, Wednesday and Sunday for sure.

As a close friend of Reiss and the fact that we are all trying to help you and want you to succeed we can give you the \$5000 sponsorship for \$2500 which would enable you to have a 10-x10 tent signage and up to 4 vehicles. The tent is extra though as we rent them and they are set up to City Waterfront specs. Each costs us \$125

If you need an electrical outlet they charge us additional \$75 and i need to know if you need electric asap for the order than goes in on Monday next week.

if you dont need electric but would like a tent then the total will be \$2625. USD and with your word that you can have half to me by this weekend I will add the logo into all the media materials tomorrow night The final tv spots will have logos dropped in on Friday, so please...confirm reality for me, i dont want to worry about you but we do want to accommodate your entry.

if you can get \$1312.50 to me by the end of the week and the balance end of next week January 4th we are all good to go.

Please let me know.

Happy Birthday man, will catch up with you for a birthday drink.

safe trip.

Neil

Neil London
News & Managing Director
ICTV1 Networks
<http://ictv1.com>

DEF008286



Because we fear becoming the next Greece, we continue to turn ourselves into the next Japan

"The 7 Deadly Innocent Frauds"

<http://www.moslereconomics.com/2009/12/10/7-deadly-innocent-frauds/>

"The most important book ever written" - Elizabeth O'Tool, Jan 8, 2011

The 1998-2001 budget surplus was the longest surplus since the 1927-1930 surplus. Coincidence?

The financial sector is a lot more trouble than it's worth.

www.moslereconomics.com

<http://twitter.com/wbmosler>

Valance Company, Inc.,
5013 Chandlers Wharf, Suite 2
Christiansted, USVI 00820

Office phone: 340 692 7710 (fax 7715)

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DEF008287