

LENDER LA ELECTRONIC LIEN AND TITLE AGREEMENT

This Electronic Lien and Title Agreement ("Agreement") dated as of _____, 2009 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 _____ ("Agreement 1") exists between C&C and PDP Group, Inc. a Maryland 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 July 27, 2009 and DMV signature date of on or about August 10, 2009). 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: PDP GROUP, INC. _____

(Date)

By: _____
(Signature)

BRIAN D. WALTERSDORFF
(Print Name)

Its: PROJECT MANAGER
(Print Title)