

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS (FT. WORTH)**

<b>In re:</b> Lonestar Prospects, Ltd. AKA: Vista Proppants and Logistics <b>Debtor.</b>	<b>Case No. 20-42002-elm11 (JOINTLY ADMINISTERED)</b>
Ally Bank <b>Movant.</b>  v.  Lonestar Prospects, Ltd. <sup>1</sup> <b>Debtor,</b>  <b>Respondent.</b>	<b>Chapter 11</b>

**ALLY BANK'S MOTION FOR RELIEF FROM THE AUTOMATIC STAY RE:  
2018 FORD TRUCK F150 CREW CAB XL 4WD, VIN # 1FTEW1E52JKC43670**

**PURSUANT TO LOCAL BANKRUPTCY RULE 4001-1(b), A RESPONSE IS REQUIRED TO THIS MOTION, OR THE ALLEGATIONS IN THE MOTION MAY BE DEEMED ADMITTED, AND AN ORDER GRANTING THE RELIEF SOUGHT MAY BE ENTERED BY DEFAULT.**

**ANY RESPONSE SHALL BE IN WRITING AND FILED WITH THE CLERK OF THE UNITED STATES BANKRUPTCY COURT AT ELDON B. MAHON U.S. COURTHOUSE, 501 W. 10TH ST., RM. 147, FORT WORTH, TX 76102-3643, BEFORE CLOSE OF BUSINESS ON OCTOBER 4 2021, WHICH IS AT LEAST 14 DAYS FROM THE DATE OF SERVICE HEREOF. A COPY SHALL BE SERVED UPON COUNSEL FOR THE MOVING PARTY AND ANY TRUSTEE OR EXAMINER APPOINTED IN THE CASE. ANY RESPONSE SHALL INCLUDE A DETAILED AND COMPREHENSIVE STATEMENT AS TO HOW THE MOVANT CAN BE "ADEQUATELY PROTECTED" IF THE STAY IS TO BE CONTINUED.**

**TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:**

<sup>1</sup> The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Vista Proppants and Logistics, LLC (7817) ("Vista HoldCo"); VPROP Operating, LLC (0269) ("VPROP"); Lonestar Prospects Management, L.L.C. (8451) ("Lonestar Management"); MAALT Specialized Bulk, LLC (2001) ("Bulk"); Denetz Logistics, LLC (8177) ("Denetz"); Lonestar Prospects, Ltd. (4483) ("Lonestar Ltd."); and MAALT, LP (5198) ("MAALT"). The location of the Debtors' service address is 4413 Carey Street, Fort Worth, TX 76119-4219.



**COMES NOW**, Ally Bank (“Movant”), complaining of Lonestar Prospects, Ltd. (“Debtor”), files this Motion for Relief from Stay, and alleges as follows:

1. This United States Bankruptcy Court for the Northern District of Texas has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334 and 11 U.S.C. § 362. This is a core proceeding within the meaning of 28 U.S.C. §§ 157(b)(2)(A), (G), and (O).

2. On June 09, 2020, Debtor filed a voluntary bankruptcy petition under Chapter 11 of Title 11 of the United States Code.

3. Movant holds a security interest in the vehicle of Debtor identified as the 2018 FORD TRUCK F150 Crew Cab XL 4WD, V.I.N. # 1FTEW1E52JKC43670 (the “Collateral”). Copies of the Retail Installment Sales Contract and proof of the certificate of title are attached to the Affidavit as Exhibits “A” and “B” respectively.

4. The contract matured on March 10, 2021, and now the entire contract balance of \$11,889.11 is due.

5. The estimated replacement value a retail merchant would charge for the Collateral is \$40,375.00. A copy of the vehicle valuation is attached to the Affidavit as Exhibit “C”.

6. On information and belief, the Collateral was impounded on or about July 05, 2021. See Exhibit D.

7. On information and belief, Debtor may not have the Collateral insured with full coverage insurance listing Movant as loss payee. Movant demands proof of and maintenance of full coverage insurance of the collateral showing Movant as a loss payee.

8. Cause to lift the stay exists because Movant’s interest in the collateral is not adequately protected pursuant to 11 U.S.C. § 362(d)(1). Movant has not been provided proof of

insurance and the value of the collateral continues to decline.

9. Cause to lift the stay exists under 11 U.S.C. § 362(d)(1) because Debtor has failed to take care of the Collateral and/or has allowed the Collateral to be impounded and the Collateral continues to depreciate in value.

10. Continuation of the automatic stay pursuant to 11 U.S.C. § 362(a) will work real and irreparably harm to Movant and may deprive Movant of the adequate protection to which they are entitled under 11 U.S.C. §§ 361 and/or 362.

11. Movant asks the Court to waive the 14-day stay under Rule 4001(a)(3) for any order granting relief from the automatic stay because and the value of the Collateral continues to depreciate.

WHEREFORE, Movant asks the Court to enter an order granting relief from automatic stay imposed pursuant to 11 U.S.C. § 362 and waiving the 14-day stay of such order under Rule 4001(a)(3). In the event that the Court fails to terminate the automatic stay, Movant ask the court to enter an order adequately protecting Movant's interest in the Collateral. Movant also asks that any order granted under this motion shall remain in effect in the event that this case is converted to another bankruptcy chapter. Movant asks for such other and further relief to which it is justly entitled.

Respectfully submitted:

Newark Law Office

/s/ Robert C. Newark, III

Robert C. Newark, III

Bar ID 24040097

1341 W. Mockingbird Ln Ste. 600W

Dallas, TX 75247

Telephone: (866) 230-7236

Fax: (888) 316-3309

office@newarkfirm.com

Attorney For Movant, Ally Bank

### **CERTIFICATE OF CONFERENCE**

I hereby certify that, on August 16, 2021, at 2:08 PM, my office sent an email to counsel for the Debtor concerning this Motion and no response was received.

/s/ Robert C. Newark, III

### **CERTIFICATE OF SERVICE**

I hereby certify that on September 20, 2021, a true and correct copy of the above notice and attached motion shall be served via electronic means, if available, otherwise by regular, first-class mail, to:

*Via CM/ECF to Counsel for Debtor(s):*

Matthew Thomas Ferris

Haynes and Boone, LLP

2323 Victory Avenue

Suite 700

Dallas, TX 75219

matt.ferris@haynesboone.com

*Via US Mail to Debtor(s):*

Lonestar Prospects, Ltd.

4413 Carey Street

Fort Worth, TX 76119

Via CM/ECF to US Trustee:  
 1100 Commerce Street  
 Room 976  
 Dallas, TX 75202  
 ustpreregion06.da.ecf@usdoj.gov

Piper Jaffray & Co  
 609 Main St  
 #3800  
 Houston, TX 77002

Patrick J. Carew, Esq.  
 Official Committee of Unsecured Creditors  
 c/o Kilpatrick Townsend & Stockton LLP  
 2001 Ross Ave. Suite 4400  
 Dallas, TX 75201

**Service via electronic mail:**

Description	CreditorName	CreditorNoticeName	Email
Counsel for Creditor, Caterpillar Financial Services Corp.	Bell Nunnally & Martin LLP	David A. Walton	dwalton@bellnunnally.com
Interested Party	BNSF Railway Company	Attn: Suzanne Wellen	Suzanne.wellen@bnsf.com
Attorneys for Eog Resources, Inc.	Bonds Ellis Eppich Schafer Jones LLP	Joshua N. Eppich & J. Robertson Clarke	Joshua@bondsellis.com; Robbie.Clarke@bondsellis.com
Attorneys for Holt Texas, Ltd. D/B/A Holt Cat and D/B/A Holt Rental Services	Caldwell East & Finlayson PLLC	Zachary J. Fanucchi	zfanucchi@ceflegalsa.com
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Counsel for the Official Committee of Unsecured Creditors	Kilpatrick Townsend & Stockton LLP	Patrick J. Carew, Esq.	pcarew@kilpatricktownsend.com
Counsel for the Official Committee of Unsecured Creditors	Kilpatrick Townsend & Stockton LLP	Todd C. Meyers, Esq., David M. Posner, Esq. & Kelly E. Moynihan, Esq.	tmeyers@kilpatricktownsend.com; dposner@kilpatricktownsend.com; kmoynihan@kilpatricktownsend.com

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Attorney for El Paso Natural Gas Company, L.L.C.	Law Office of Patricia Williams Prewitt	Patricia Williams Prewitt	pwp@pattiprewittlaw.com
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Attorney for Harris County	Linebarger Goggan Blair & Sampson, LLP	John P. Dillman	houston_bankruptcy@publicans.com
Attorney for Hood CAD, Tarrant County, and Tom Green CAD	Linebarger Goggan Blair & Sampson, LLP	Laurie A. Spindler	dallas.bankruptcy@publicans.com
Attorney for RJS Holdings, SJM Resources, LLC and Danny Easterly	Lundberg Law, PLLC	Gregg D. Lundberg	Gregg@lundberg-law.com
Counsel for Reeves County Tax District	McCreary Veselka Bragg & Allen PC	Tara LeDay	tleday@mvbalaw.com
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Official Unsecured Creditors' Committee	MP Systems Co., LLC	c/o David Corley, President	dcorley@midwestprocess.net
Counsel to Twin Eagle Sand Logistics, LLC	Norton Rose Fulbright US LLP	Bob B. Bruner	bob.bruner@nortonrosefulbright.com
Attorneys for the Texas Commission on Environmental Quality	Office of the Attorney General of Texas	Bankruptcy & Collections Division	jason.binford@oag.texas.gov; casey.roy@oag.texas.gov
US Trustee for Northern District of TX	Office of the United States Trustee	Erin Schmidt	Erin.Schmidt2@usdoj.gov
Attorneys For Sand Hill Land & Cattle, LLC	Palmer Lehman Sandberg, PLLC	Larry Chek	lc hek@pamlaw.com
Attorney for Claimants	Perdue, Brandon, Fielder, Collins & Mott, L.L.P.	c/o Laura J. Monroe	lmbkr@pbfc.com
Attorneys for Watco Companies	Quilling, Selander, Lownds, Winslett & Moser, P.C.	Christopher J. Moser, Timothy A. York & Frank (Faizan) S. Patel	cmoser@qslwm.com; tyork@qslwm.com; fpatel@qslwm.com
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Attorneys for Trinity Industries Leasing Co.	Reed Smith LLP	Omar J. Alaniz & Jay L. Krystinik	oalaniz@reedsmith.com; jkrystinik@reedsmith.com
Official Unsecured Creditors' Committee	Schlumberger Technology Corporation	c/o Donald Burell, Credit Manager	dburell@slb.com
SEC Regional Office	SEC Office - Fort Worth	Regional Director	dfw@sec.gov
SEC Regional Office	SEC Office - New York	Regional Director	bankruptcynoticeschr@sec.gov
SEC Headquarters	Securities & Exchange Commission	Secretary of the Treasury	secbankruptcy@sec.gov

/s/ Gloria Yeager  
Gloria Yeager

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS (FT. WORTH)**

<b>In re:</b> Lonestar Prospects, Ltd. AKA: Vista Proppants and Logistics <b>Debtor.</b>	<b>Case No.</b> 20-42002-elm11 (JOINTLY ADMINISTERED)
Ally Bank <b>Movant.</b>  <b>v.</b>  Lonestar Prospects, Ltd. <sup>1</sup> <b>Debtor,</b>  <b>Respondent.</b>	<b>Chapter 11</b>

**ORDER GRANTING ALLY BANK’S MOTION FOR RELIEF FROM THE  
AUTOMATIC STAY RE: 2018 FORD TRUCK F150 CREW CAB XL 4WD, VIN #  
1FTEW1E52JKC43670**

<sup>1</sup> The Debtors in these Chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Vista Proppants and Logistics, LLC (7817) (“Vista HoldCo”); VPROP Operating, LLC (0269) (“VPROP”); Lonestar Prospects Management, L.L.C. (8451) (“Lonestar Management”); MAALT Specialized Bulk, LLC (2001) (“Bulk”); Denetz Logistics, LLC (8177) (“Denetz”); Lonestar Prospects, Ltd. (4483) (“Lonestar Ltd.”); and MAALT, LP (5198) (“MAALT”). The location of the Debtors’ service address is 4413 Carey Street, Fort Worth, TX 76119-4219.

On this day came on to be considered the Motion for Relief from the Automatic Stay (“Motion”) filed by Ally Bank (“Movant”) in the above-referenced case. The Court finds that the Motion was properly served pursuant to the Federal and Local rules of Bankruptcy Procedure and that it contained the appropriate fourteen (14)-day negative notice language. The Court finds that the good cause exists for entry of the following order.

**IT IS THEREFORE ORDERED** that the Motion is hereby **GRANTED** to authorize Movant to enforce all its rights and remedies in the collateral (2018 FORD TRUCK F150 Crew Cab XL 4WD, VIN # 1FTEW1E52JKC43670) as permitted under contract and State law, and if applicable, to permit Movant to file an unsecured claim for any remaining deficiency balance.

**IT IS FURTHER ORDERED** that, since the Motion was unopposed by any party, the fourteen (14)-day stay period otherwise imposed by Fed. R. Bankr. P. 4001(a)(3) is waived.

### END OF ORDER ###

Prepared By:

Robert C. Newark, III  
Bar ID 24040097  
Newark Law Office  
1341 W. Mockingbird Ln Ste. 600W  
Dallas, TX 75247  
Telephone: (866) 230-7236  
Fax: (888) 316-3309  
office@newarkfirm.com

Attorney For Movant  
Ally Bank





3. I have authority to make this affidavit. Further, I have reviewed the records of Movant, and make statements herein based upon personal knowledge obtained therein.

4. The information hereinafter given is contained in the original books and records maintained in the office of Movant.

5. The amount of the indebtedness and the nature and extent of default set forth in the Motion for Relief from the Automatic Stay (the "Motion") is information derived from records that were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matters. The records were kept in the course of the regularly conducted activity and were made by the regularly conducted activity as a regular practice.

6. I certify that the documents attached to the Motion as exhibits are true and accurate copies of the original documents.

7. On January 24, 2018, Debtor Lonestar Prospects, Ltd., executed and delivered a retail installment contract ("Contract") to Movant. *See Exhibit A.*

8. The Contract was entered into for the purchase of personal property described as follows: 2018 FORD TRUCK F150 Crew Cab XL 4WD, V.I.N # 1FTEW1E52JKC43670 ("Collateral"). The transaction occurred and title passed accordingly. *See Exhibit B.*

9. The contract matured on March 10, 2021, and now the entire contract balance of \$11,889.11 is due.

10. On information and belief, the Collateral was impounded on or about July 05, 2021. *See Exhibit D.*

11. A vehicle such as the Collateral involved herein has an estimated retail value of \$40,375.00 according to the industry standard report for a vehicle of a similar age and mileage. *See Exhibit C.* Additionally, the Collateral is depreciating in value, and the Contract payment schedule takes such depreciation into account.

FURTHER, THE AFFIANT SAYETH NAUGHT.

Paul T

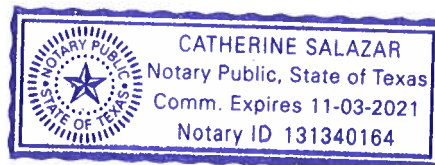
Printed Name: PAUL TANGEN

Job Title: BANKRUPTCY RESOLUTION SPECIALIST  
AIS Portfolio Services, LP, the bankruptcy servicer and  
custodian of records for Ally Bank

SUBSCRIBED AND SWORN TO BEFORE ME by Paul Tanger on  
this 15<sup>th</sup> day of September, 2021.

[Signature]  
Notary Public

My commission expires: 11/3/21



**AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2**

**For 3<sup>rd</sup> Party Bankruptcy Account Servicing**

**Attachment D – APPOINTMENT AS A CUSTODIAN OF BUSINESS RECORDS**

**AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2**  
**For 3<sup>rd</sup> Party Bankruptcy Account Servicing**

**APPOINTMENT AS A CUSTODIAN OF BUSINESS RECORDS**

Ally Financial Inc., ("Ally") and AIS Portfolio Services, LP, ("AIS") entered into a Master Service Agreement ("Agreement") whereby AIS performs bankruptcy servicing and administration services for Ally at its direct or indirect subsidiaries. In conjunction with the Agreement, Ally hereby appoints AIS as a custodian of Ally's and its direct or indirect subsidiaries' business records for specific accounts in bankruptcy that are referred to AIS for servicing. AIS accepts such appointment and agrees to perform the duties and responsibilities as custodian of the business records as set forth herein and in accordance with the Agreement.

The Agreement provides that Ally shall deliver/make available to AIS all information and supporting documentation necessary for the referred accounts to be serviced in bankruptcy, and AIS shall control the process for maintenance and storage of the information and supporting documentation during the life of the representation in accordance with the Agreement. As the servicer of referred bankruptcy accounts for Ally and its direct or indirect subsidiaries, AIS will utilize the information provided to complete any affidavit and/or declaration required to authenticate the financial status of the referred account.

The scope of this appointment is limited to referred accounts that are in bankruptcy during the term of representation for the specific account. Upon termination of AIS' representation on a referred bankruptcy account, in addition to any other obligations under the Agreement, AIS will return all information and supporting documentation in its control to Ally and shall relinquish its obligations as a custodian.

Dated: 12/1/2020

BY: Laura A. Miller

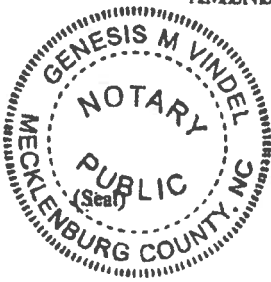
Name: Laura Miller  
Title: Director, Supply Chain

State of NC  
County of MECKLENBURG

Subscribed and sworn to (or affirmed) before me on this 1<sup>st</sup>  
day of DEC., 2020, by LAURA MILLER

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.

AMENDED AND RESTATED PURCHASE STATEMENT OF WORK 2  
For 3<sup>rd</sup> Party Bankruptcy Account Servicing



Signature: *Genesis M Vinel*

ACKNOWLEDGMENT

By signing below, AIS acknowledges it has read, understands and accepts the above appointment as a custodian of records.

Dated: 9/28/20

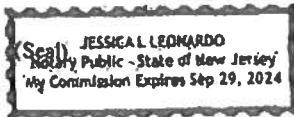
BY: *[Signature]*

Name: CE MORRIS  
Title: VICE PRESIDENT

State of New Jersey  
County of Gloucester

Subscribed and sworn to (or affirmed) before me on this 28<sup>th</sup>  
day of Sept 28<sup>th</sup>, 2020, by Christopher Morris

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



Signature: *Jessica Leonardo*

Dealer Number N/AContract Number N/A

BUYER <u>Lonestar Prospects, LTD</u>			SELLER/CREDITOR <u>Mike Brown Ford</u>		
ADDRESS <u>3549 Monroe Hwy</u>			ADDRESS <u>4950 East Highway 377</u>		
CITY <u>Granbury</u>	STATE <u>TX</u>	ZIP <u>76049</u>	CITY <u>Granbury</u>	STATE <u>TX</u>	ZIP <u>76049</u>
PHONE _____			PHONE _____		

CO-BUYER <u>N/A</u>		
ADDRESS <u>N/A</u>		
CITY <u>N/A</u>	STATE <u>N/A</u>	ZIP <u>N/A</u>
PHONE <u>N/A</u>		

The Buyer is referred to as "you" or "your." The Seller is referred to as "we" or "us." This contract may be transferred by the Seller.

**PROMISE TO PAY:** The credit price is shown below as the "Total Sales Price." The "Cash Price" is also shown below. By signing this contract, you choose to purchase the vehicle on credit according to the terms of this contract. You agree to pay us the Amount Financed, Finance Charge, and any other charges in this contract. You agree to make payments in U.S. funds according to the Payment Schedule in this contract. If more than one person signs as a buyer, you agree to keep all the promises in this agreement even if the others do not.

You have thoroughly inspected, accepted, and approved the vehicle in all respects.

## VEHICLE IDENTIFICATION

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> USED	USE FOR WHICH PURCHASED PERSONAL, FAMILY, OR HOUSEHOLD, UNLESS OTHERWISE INDICATED BELOW If either of the boxes below is checked, Chapter 353 of the Texas Finance Code applies to this Contract. <input checked="" type="checkbox"/> BUSINESS OR COMMERCIAL <input type="checkbox"/> AGRICULTURAL <input type="checkbox"/> N/A
2018	FORD	F150 SUPER	1FTEW1E52J KC43670		

Trade-in: Make N/AModel N/AYear N/A VIN N/ALicense No. N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
5.50%	\$ 3,738.03	\$ 41,743.65	\$ 45,481.68	\$ 5,100.00
				\$ 50,581.68

## Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
36	1,263.38	Monthly beginning 3/10/2018
N/A	N/A	N/A

Or as follows

N/A

**Late Charge:** If we do not receive your entire payment within 15 days after it is due (10 days if you are buying a heavy commercial vehicle), you will pay a late charge of 5% of the scheduled payment.

**Prepayment:** If you pay early, you will not have to pay a penalty.

**Security Interest:** We will have a security interest in the vehicle being purchased.

**Additional Information:** See this document for more information about nonpayment, default, security interests, and any required repayment in full before the scheduled date.

## ITEMIZATION OF AMOUNT FINANCED

- Cash Price (including any accessories, services, taxes, N/A \$ N/A N/A \$ N/A N/A \$ N/A and Sales Tax 2,311.06 \$ 46,428.01 (1)
- Total Downpayment = (if negative, enter "0" and see Line 4A below)  
Gross Trade-In \$ N/A  
- Pay Off Made By Seller \$ N/A  
- Cash Paid to Buyer for Trade-In \$ N/A  
= Net Trade-In \$ N/A  
+ Cash \$ N/A  
+ Mfrs. Rebate \$ 5,100.00  
+ Other (describe) N/A \$ N/A  
Total Downpayment \$ 5,100.00 (2)
- Unpaid Balance of Cash Price (1 minus 2) \$ 41,328.01 (3)
- Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts.):  
A Net trade-in payoff to N/A \$ N/A  
B Cost of Optional Credit Insurance Paid to Insurance Company or Companies.  
Life \$ N/A  
Disability \$ N/A \$ N/A  
C Other Optional Insurance Paid to Insurance Company or Companies \$ N/A  
D Official Fees Paid to Government Agencies  
1) to N/A for N/A \$ N/A  
2) to N/A for N/A \$ N/A  
3) to N/A for N/A \$ N/A  
E Debt Cancellation Agreement Fee Paid to the Seller \$ N/A  
F Dealer's Inventory Tax (if Not Included in Cash Price) \$ 65.64  
G Sales Tax (if Not Included in Cash Price) \$ N/A  
H Other Taxes (if Not Included in Cash Price) \$ N/A  
I Government License and/or Registration Fees \$ 128.50  
J Government Certificate of Title Fees \$ 33.00  
K Government Vehicle Inspection Fees \$ 23.75  
L Deputy Service Fee Paid to Dealer \$ 10.00  
M Documentary Fee (Cargo Documental) \$ 150.00

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN CARGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEY NO EXIGE QUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LA VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANTIDAD RAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGE POR LEY.

- N Other Charges (Seller must identify who is paid and describe purpose.)
- |   |                        |                      |
|---|------------------------|----------------------|
| to State  | for Plate Transfer Fee | \$ 4.75              |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| to <u>N/A</u>   | for <u>N/A</u>         | \$ <u>N/A</u>        |
| Total Other Charges and Amounts Paid to Others on Your Behalf |                        | \$ <u>415.64</u> (4) |

5 Amount Financed (3 + 4) \$ 41,743.65 (5)

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs [Signature] CFO Co-Buyer Signs X N/A

**OCCC NOTICE:** For questions or complaints about this contract, contact Ally Financial at (888) 928-2559. The Office of Consumer Credit Commissioner (OCCC) is a state agency, and it enforces certain laws that apply to this contract. If a complaint or question cannot be resolved by contacting the creditor, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: (800) 538-1579. Fax: (512) 936-7610. Website: [occc.texas.gov](http://occc.texas.gov). E-mail: [consumer.complaints@occc.texas.gov](mailto:consumer.complaints@occc.texas.gov).

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

Any change to this contract must be in writing. Both you and we must sign it. No oral changes to this contract are enforceable.

Buyer [Signature] CFO Co-Buyer X N/A

See back for other important agreements.

**CONSUMER WARNING:** Notice to the buyer--Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to a copy of the contract you sign. Under the law, you have the right to pay off in advance all that you owe and under certain conditions may save a portion of the finance charge. You will keep this contract to protect your legal rights.

**BUYER'S ACKNOWLEDGEMENT OF CONTRACT RECEIPT:** YOU AGREE TO THE TERMS OF THIS CONTRACT AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF IT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW.

Buyer Signs [Signature] CFO Date 1/24/18 Co-Buyer Signs X N/A Date N/A

**Co-Buyers and Other Owners** — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X N/A Date N/A Address N/ASeller signs Mike Brown Ford Date 01/24/18 By [Signature] Title \_\_\_\_\_

THIS CONTRACT IS NOT VALID UNTIL YOU AND WE SIGN IT.

Seller assigns its interest in this contract to Ally Financial (Assignee) under the terms of Seller's agreement(s) with Assignee.☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourseSeller Mike Brown Ford By [Signature] Title \_\_\_\_\_

**LAW FORM NO.**  
©2016 The Reynolds and Reynolds Company TO ORDER: [www.reynoldsco.com](http://www.reynoldsco.com)  
THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OF  
FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

ORIGINAL LIENHOLDER

Exhibit A



**1. FINANCE CHARGE AND PAYMENTS**

- a. HOW WE FIGURE THE FINANCE CHARGE:** We figure the Finance Charge using the true daily earnings method as defined by the Texas Finance Code. Under the true daily earnings method, the Finance Charge will be figured by applying the daily rate to the unpaid portion of the Amount Financed for the number of days the unpaid portion of the Amount Financed is outstanding. The daily rate is 1/365<sup>th</sup> of the Annual Percentage Rate. The unpaid portion of the Amount Financed does not include late charges or return check charges.
- b. HOW WE WILL APPLY YOUR PAYMENTS.** We will apply your payments in the following order:
1. earned but unpaid finance charge; and
  2. to anything else you owe under this agreement.
- c. HOW LATE OR EARLY PAYMENTS CHANGE WHAT YOU MUST PAY.** We based the Finance Charge, Total of Payments, and Total Sale Price as if all payments were made as scheduled. If you do not timely make all your payments in at least the correct amount, you will have to pay more Finance Charge. If that happens, your last payment will be more than your final scheduled payment, or at our option, you will have to pay more payments of the same amount as your scheduled payment with a smaller last payment. If you make scheduled payments early, your Finance Charge will be reduced (less). If you make your scheduled payments late, your Finance Charge will increase. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. TRANSFER OF RIGHTS.** We may transfer this contract to another person. That person will then have all our rights, privileges, and remedies.
- e. SPECIAL PROVISIONS FOR BALLOON PAYMENT CONTRACTS.** A balloon payment is a scheduled payment more than twice the amount of the average of your scheduled payments, other than the downpayment, that are due before the balloon payment. You can pay all you owe when the balloon payment is due and keep your vehicle. If you buy the vehicle primarily for personal, family, or household use, you can enter into a new written agreement to refinance the balloon payment when due without a refinancing fee. If you refinance the balloon payment, your periodic payments will not be larger or more often than the payments in this contract. The annual percentage rate in the new agreement will not be more than the Annual Percentage Rate in this contract. This provision does not apply if your Payment Schedule has been adjusted to your seasonal or irregular income.

**2. YOUR OTHER PROMISES TO US**

- a. USE AND TRANSFER OF THE VEHICLE.** You will not sell or transfer the vehicle without our written permission. If you do sell or transfer the vehicle, this will not release you from your obligations under this contract, and we may charge you a transfer of equity fee of \$25.00 (\$50 for a heavy commercial vehicle). You will promptly tell us in writing if you change your address or the address where you keep the vehicle. We agree you may remove the vehicle from the U.S. for 72 hours or less, if the vehicle will continue to be covered by the insurance this contract requires. Otherwise, you agree not to remove the vehicle from the U.S. without our written permission.
- b. CARE OF THE VEHICLE.** You agree to keep the vehicle free from all liens, and claims except those that secure this contract. You will timely pay all taxes, fines, or charges pertaining to the vehicle. You will keep the vehicle in good repair. You will not allow the vehicle to be seized or placed in jeopardy or use it illegally. You must pay all you owe even if the vehicle is lost, damaged or destroyed. If a third party takes a lien or claim against or possession of the vehicle, we may pay the third party any cost required to free the vehicle from all liens or claims. We may immediately demand that you pay us the amount paid to the third party for the vehicle. If you do not pay this amount, we may repossess the vehicle and add that amount to the amount you owe. If we do not repossess the vehicle, we may still demand that you pay us, but we cannot compute a finance charge on this amount.
- c. SECURITY INTEREST.** To secure all that you owe on this contract and all your promises in it, you give us a security interest in:
1. The vehicle including all accessories and parts now or later attached and any other goods financed in this contract;
  2. All insurance proceeds and other proceeds received for the vehicle;
  3. Any insurance policy, service contract or other contract financed by us and any proceeds of those contracts; and
  4. Any refunds of charges included in this contract for insurance, or service contracts.
- This security interest also secures any extension or modification of this contract. The certificate of title must show our security interest in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. AGREEMENT TO KEEP VEHICLE INSURED.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. The insurer must be authorized to do business in Texas.
- e. OUR RIGHT TO PURCHASE REQUIRED INSURANCE IF YOU FAIL TO KEEP THE VEHICLE INSURED.** If you fail to give us proof that you have insurance, we may buy physical damage insurance. We may buy insurance that covers your interest and our interest in the vehicle, or we may buy insurance that covers our interest only. You will pay the premium for the insurance and a finance charge at the contract rate. If we obtain collateral protection insurance, we will mail notice to your last known address shown in our file.
- f. PHYSICAL DAMAGE INSURANCE PROCEEDS.** You must use physical damage insurance proceeds to repair the vehicle, unless we agree otherwise in writing. However, if the vehicle is a total loss, you must use the insurance proceeds to pay what you owe us. You agree that we can use any proceeds from insurance to repair the vehicle, or we may reduce what you owe under this contract. If we apply insurance proceeds to the amount you owe, they will be applied to your payments in the reverse order of when they are due. If your insurance on the vehicle or credit insurance doesn't pay all you owe, you must pay what is still owed. Once all amounts owed under this contract are paid, any remaining proceeds will be paid to you.
- g. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES.** If we get a refund on insurance or service contracts, or other contracts included in the cash price, we will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refunds will be paid to you.

- h. APPLICATION OF CREDITS.** Any credit that reduces your debt will apply to your payments in the reverse order of when they are due, unless we decide to apply it to another part of your debt. The amount of the credit and all finance charge or interest on the credit will be applied to your payments in the reverse order of your payments.

**3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES**

- a. LATE CHARGE.** You will pay us a late charge as agreed to in this contract when it accrues.
- b. DEFAULT.** You will be in default if:
1. You do not pay any amount when it is due;
  2. You give false, incomplete, or misleading information on a credit application;
  3. You file bankruptcy; bankruptcy is filed against you, or the vehicle becomes involved in a bankruptcy;
  4. You allow a judgment to be entered against you or the collateral; or
  5. You break any of your promises in this agreement.
- If you default, we can exercise our rights under this contract and our other rights under the law.
- c. OUR RIGHT TO DEMAND PAYMENT IN FULL.** If you default, or we believe in good faith that you are not going to keep any of your promises, we can demand that you immediately pay all that you owe. We don't have to give you notice that we are demanding or intend to demand immediate payment of all that you owe.
- d. REPOSSESSION.** If you default, we may repossess the vehicle from you if we do so peacefully. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If any personal items are in the vehicle, we can store them for you and give you written notice at your last known address shown on our records within 15 days of discovering that we have your personal items. If you do not ask for these items back within 31 days from the day we mail or deliver the notice to you, we may dispose of them as applicable law allows. Any accessory, equipment, or replacement part stays with the vehicle.
- e. YOUR RIGHT TO REDEEM.** If we take your vehicle, we will tell you how much you have to pay to get it back. If you do not pay us to get the vehicle back, we can sell it or take other action allowed by law. Your right to redeem ends when the vehicle is sold or we have entered into a contract for sale or accepted the collateral as full or partial satisfaction of a contract.
- f. DISPOSITION OF THE VEHICLE.** If you don't pay us to get the vehicle back, we can sell it or take other action allowed by law. If we sell the motor vehicle in a public or private sale, we will send you notice at least 10 days before we sell it. We can use the money we get from selling it to pay allowed expenses and to reduce the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. If any money is left, we will pay it to you unless we must pay it to someone else. If the money from the sale is not enough to pay all you owe, you must pay the rest of what you owe us plus interest. If we take or sell the vehicle, you will give us the certificate of title and any other document required by state law to record transfer of title.
- g. COLLECTION COSTS.** If we hire an attorney who is not our employee to enforce this contract, you will pay reasonable attorney's fees and court costs as the applicable law allows. You will also pay our reasonable out-of-pocket expenses incurred in connection with retaking, holding, and selling the vehicle as the applicable law allows.
- h. CANCELLATION OF OPTIONAL INSURANCE AND SERVICE CONTRACTS.** This contract may contain charges for insurance or service contracts or for services included in the cash price. If you default, you agree that we can claim benefits under these contracts to the extent allowable, and terminate them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is damaged or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

**4. INTEGRATION AND SEVERABILITY CLAUSE**

This contract contains the entire agreement between you and us relating to the sale and financing of the vehicle. If any part of this contract is not valid, all other parts stay valid.

**5. LEGAL LIMITATIONS ON OUR RIGHTS**

If we don't enforce our rights every time, we can still enforce them later. We will exercise all of our rights in a lawful way. You don't have to pay finance charge or other amounts that are more than the law allows. This provision prevails over all other parts of this contract and over all our other acts.

**6. SELLER'S DISCLAIMER OF WARRANTIES**

Unless the seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

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

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

**8. SERVICING AND COLLECTION CONTACTS**

We may try to contact you at any mailing address, e-mail address, or phone number you give us as the law allows. We may try to contact you in writing (including mail, e-mail, and text messages) and by phone (including prerecorded or artificial voice messages and automatic telephone dialing systems).

**9. APPLICABLE LAW**

Federal and Texas law apply to this contract.

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

This PROVISION applies to this contract only if the vehicle financed in the contract was purchased for personal, family, or household use.

**ARBITRATION PROVISION**

**PLEASE REVIEW--IMPORTANT - AFFECTS YOUR LEGAL RIGHTS**

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 ([www.adr.org](http://www.adr.org)), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.





Welcome

Log Out



## TTS Search



### Electronic Title Document

- ELT\*TX

Title # :	11100143149250009	Title Type :
Issue Date :	01/24/2018	Lic/Tag/Control # :

VIN:	1FTEW1E52JKC43670
Vehicle Info:	2018 FORD
Brand code:	
Odometer Reading:	412
Date:	00/00/0000
Status:	

#### Owner information

Owner Information:	LONESTAR PROSPECTS LTD
Co-Owner:	
Third Owner:	
Owner Address:	3549 MONROE HWY
	GRANBURY, TX 76049

#### Lienholder information

Lienholder:	ALLY FINANCIAL
	PO BOX 8102
	COCKEYSVILLE, MD 21030
2nd Lienholder Name:	

ELT Sent Date:	02/28/2018
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Exhibit B

## **N.A.D.A. Official Used Car Guide Vehicle Valuation**

Print Date: August 12, 2021

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Vehicle Description: 2018 FORD TRUCK F150 Crew Cab XL 4WD

VIN: 1FTEW1E52JKC43670

### **Base Values**

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Retail: \$ 40375.00

Wholesale/Trade-in: \$ 36250.00

### **Optional Equipment/Adjustments**

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Estimated Miles: 52500

\$ 0.00

### **Total Adjusted N.A.D.A. Used Car Guide Values**

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Retail: \$ 40375.00

Retail/Wholesale Average: \$ 38312.50

Reference 08/2021 Southwestern

**Exhibit C**

**BATCH CREATE DATE:**

HENRY ROAD STORAGE  
14926 HENRY RD  
HOUSTON, TX 77060

TDLR VSF Lic. No.

07/07/2021

Other Interested Entities:

VEHICLE OWNER 1: LONESTAR PROSPECTS LTD  
3549 MONROE HWY, GRANBURY, TX 76049

REGISTRANT 1: LONESTAR PROSPECTS  
6050 SOUTHWEST BLVD STE 300, BENBROOK, TX 76109

# FIRST NOTICE

LIENHOLDER 1:

ALLY FINANCIAL

PO BOX 8102

COCKEYSVILLE, MD 21030

**Vehicle Information**

<b>Year</b>	2018	<b>Make</b>	FORD	<b>Vehicle Identification Num.</b>	1FTEW1E52JKC43670
<b>Tag</b>		<b>Tow Date</b>	07/05/2021	<b>Impound Date</b>	07/05/2021

To whom it may concern:

The above described vehicle was towed by

DISCOVERY TOW INC

and is in storage at

14926 HENRY ROAD, HOUSTON, TX 77060

The vehicle was towed from

NORTH FRWY, HOUSTON, TX 77073

The tow was authorized by

MONIQUE FELDER

Storage is charged at the rate of \$20.64 per day, plus tax. Storage charges began accruing on 07/05/2021 Towing charges \$145.50

Notification fees \$50.00 Total (to date) \$278.06, plus tax.

Other charges include:

\$20.64 for IMPOUND FEE

Pickup Info: 14926 HENRY RD HOUSTON, TX 77060

State law requires us to notify the registered owner and lien holder that the vehicle has charges owed on it, and is being assessed a daily storage charge. Total storage charges cannot be computed until vehicle is claimed. The storage charge will accrue daily until vehicle is released. The TEXAS VEHICLE STORAGE FACILITY ACT, Texas Occupations code 2303, allows for a reasonable charge for this service.

The vehicle owner has a right under Texas Occupation code Chapter 2308 to determine if probable cause existed to tow this vehicle. See Attachment "Rights of Owner". Please call us if you need information on charges, or if we can be of any help to you.

For complaints on this facility, call or write:

Texas Department of Licensing and Regulation

PO Box 12157

Austin, Texas 78711

<https://www.tdlr.texas.gov/complaints> - [enforcement@tdlr.texas.gov](mailto:enforcement@tdlr.texas.gov)

Phone : (800)803-9202 - 512-463-6599

Occupations code, Chapter 2308, Subchapter J provides that the owner or operator whose vehicle has been moved and placed into a vehicle storage facility without consent may challenge the placement of the vehicle before the justice of peace having jurisdiction on or before the 14<sup>th</sup> day after the vehicle was removed and placed into storage excluding Saturdays and Sundays and Legal Holidays.

Rights of Owner or Operator Occupations code, Chapter 2308, Subchapter J

A request for a hearing must contain:

1. The name, address, and telephone number of the owner or operator of the vehicle;
2. The location from which the vehicle was removed;
3. The date when the vehicle was removed;
4. The name, address and telephone number of the person, or law enforcement agency who authorized the removal;
5. The name, address, and telephone number of the vehicle storage facility where the vehicle was placed;
6. The name, address, and telephone number of the towing company that removed the vehicle;
7. A copy of any receipt or notification that the owner or operator received from the towing company or vehicle storage facility; and
8. If the vehicle was removed for a parking facility, photographs showing the location and text of any signs posted at the facility restricting parking of vehicles or a statement that no signs restricting parking were posted at the parking facility.

The court may charge a filing fee of \$20.00 for a hearing.

The written request for a hearing must be filed in the Justice of the Peace Court from which the vehicle was towed.

<http://card.txcourts.gov/DirectorySearch.aspx>

# Exhibit D