

SR BRAY CORPORATION

BIDDING PROCEDURES

Set forth below are the bidding procedures (the “Bidding Procedures”) to be employed with respect to the proposed sale (the “Sale”) of motor vehicles formally owned by S.R. Bray Corporation (the “Assignor”), the assignor in a general assignment for the benefit of creditors, and Credit Managers Association of California, solely in its capacity as assignee for the benefit of creditors of Assignor (the “Assignee”). The Sale shall be conducted in accordance with the Bidding Procedures set forth herein.

The Bidding Procedures set forth herein describe, among other things, the assets available for sale, the manner in which bidders and bids become Qualified Bidders and Qualified Bids (each as defined herein), respectively, the coordination of diligence efforts among bidders, the receipt and negotiation of bids received, the determination of whether any bids exceed in value to the extent the fixed amount that S.R. Bray, LLC (or its assigns) (“Bray”) is hereby making its bid (the “Fixed Bid”) for the purpose of acquiring all Acquired Assets (as defined in that certain Motor Vehicle Asset Purchase Agreement by Bray and Assignor (the “Agreement”) in the amount of \$400,000 (the “Fixed Bid Amount”), including a refundable cash deposit of \$200,000 by more than \$40,000 (or by 20% if analyzed on an Asset Group basis).

The Assignee and Bray have agreed (i) that \$100,000 of the funds deposited as part of the Fixed Bid may be applied to the Assignee’s operating expenses in connection with its duties as Assignee for the Seller’s assets, and (ii) the Assignee will treat such cash deposited as part of the Fixed Bid, including all funds advanced to the Assignee through the date of the Sale, as a priority administrative expense, having priority over the Assignee’s unpaid fees and claims, in the event that the Assignee does not sell the Acquired Assets to Bray, to the extent required by the Agreement.

A. Assets To Be Sold

The assets proposed to be sold include only Assignor’s motor vehicles (the “Acquired Assets”). Qualified Bidders may submit a bid for (i) all of the Acquired Assets or (ii) a portion of the Acquired Assets. To the extent that a Qualified Bidder desires to bid on less than all of the Acquired Assets, the Assignee shall require that such bids be only for one or more, of the groups of assets set forth on Appendix I attached hereto (each, an “Asset Group”). A bid for less than all of the Acquired Assets may be conditioned on the bidder(s) being the Successful Bidder(s) on all or a portion of the Asset Group(s) included in its bid. However, as set forth below, when valuing any bid for less than all of the Acquired Assets, the Assignee will take into account, among other things, whether the bid, when combined with other bids, equals or exceeds the Fixed Bid Amount.

B. “As is, Where is”

The sale of the Acquired Assets, or any portion thereof, will be on an “as is, where is” basis and without representations, warranties or recourse of any kind, nature, or description by the Sellers, its agents, or estate.

C. Sale Participation Requirements

Any person who wishes to participate in the Bidding Process (a “Potential Bidder”) must become a Qualified Bidder. As a prerequisite to becoming a Qualified Bidder, and in order to be given access to the pre-auction viewing of the Acquired Assets and to the auction, a Potential Bidder, must, no later than July 28, 2009, 5 p.m. PDT (the “Initial Indication Deadline”), deliver (unless previously delivered) to the Assignee.

(a) A preliminary (non-binding) proposal regarding the purchase price for the Acquired Assets or the Asset Group the Potential Bidder seeks to purchase.

(b) Sufficient information (apart from an asset purchase agreement) to permit the Assignee to determine, in its reasonable discretion, the Potential Bidder’s ability to pay cash at the closing of the sale of the Acquired Assets.

A Potential Bidder who delivers the documents described in the foregoing subparagraphs (a) and (b), and whose financial information demonstrates the financial capability of such Potential Bidder to consummate the Sale if selected as a Successful Bidder, and who the Assignee determines, is likely (based on availability of financing, experience, and other considerations) to be able to consummate the Sale within a reasonable time frame, will be deemed a “Qualified Bidder”. As promptly as reasonably practicable after a Potential Bidder delivers all of the materials required above, the Assignee will notify the Potential Bidder that such Potential Bidder is a Qualified Bidder. Bray will be deemed a Qualified Bidder for purposes of the Bidding Process.

D. Pre-auction Viewing

Upon satisfaction of subparagraphs (C)(a) and (C)(b), the Assignee will allow such potential bidder (a “Potential Qualified Bidder”) to commence due diligence with respect to the Acquired Assets at the time and location designated for the pre-auction viewing of the Acquired Assets.

E. Bidder Qualification Deadline

A Qualified Bidder who desires to make a bid must deliver the Required Bid Documents, including the cash deposit required under Section F, to the Assignee in advance of the scheduled auction date for the Acquired Assets.

F Bid Requirements

All bids must include the following documents (the “Required Bid Documents”):

(a) A letter stating that the bidder’s offer is irrevocable until the close of the sale of the Acquired Assets.

(b) A good faith deposit (the “Good Faith Deposit”) in the form of a certified or bank check from a U.S. bank or by wire transfer (or other form acceptable to the Assignee in its sole discretion) payable to the Assignee in an amount equal to 20% of the proposed purchase price, which Good Faith Deposit the Assignee shall hold in a segregated escrow account for the benefit of the Assignor’s creditors.

(c) Written evidence of a commitment for financing, or other evidence of ability to consummate the proposed transaction that is satisfactory to the Assignee and their advisors.

(d) An executed copy of the Motor Vehicle Fleet Asset Purchase Agreement as amended to reflect the assets being bid upon, together with all schedules and including the Purchase Price.

G. Qualified Bids

A bid will be considered only if the bid:

(a) Is not conditioned on obtaining financing by the bidder;

(b) With respect to a bid for all, or substantially all, of the Acquired Assets, proposes a transaction that the Assignee determines, in its sole discretion, has a value greater than the Fixed Bid Amount plus \$40,000;

(c) With respect to a bid for one or more Asset Groups, when valued in conjunction with the value that the Assignee determines in its reasonable discretion, and when viewed in conjunction with other Qualified Bids received for other Asset Groups, that it can obtain (whether through a combination of Qualified Bids or otherwise) for the Acquired Assets not included in such bid has a value greater than the Fixed Bid Amount by at least \$40,000;

(d) Is not conditioned upon any bid protections;

(e) Includes an acknowledgement and representation that the bidder: (i) has had an opportunity to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, (ii) has relied solely upon its own independent review, investigation and/or inspection of the Acquired Assets in making its bid, and (iii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction;

(f) Includes a commitment to consummate the purchase of the applicable Acquired Assets upon the closing of the Sale of the Acquired Assets; and

(g) Is received by the bid deadline.

A bid received from a Qualified Bidder will constitute a “Qualified Bid” only if it meets all of the above requirements. The Fixed Bid will be deemed a Qualified Bid for all purposes in connection with the Bidding Process and the Sale. A bid will be valued based upon factors that include, but are not limited to, (i) the net value provided by such bid, (ii) whether it is a bid for all, or only a portion of, the Acquired Assets, (iii) if it is a bid for only a portion of the Acquired Assets, whether the bids, when combined with other bids, will exceed the Fixed Bid Amount by \$40,000 (collectively, the “Bid Considerations”). Each Qualified Bid other than that of Bray is referred to as a “Subsequent Bid”. The Assignee may in his discretion allocate the Fixed Bid Amount among the several Asset Groups, as defined below, solely for the purpose of analyzing the strength of a competing Qualified Bid. At the time the Assignee makes such allocation of the Fixed Bid Amount among the several Asset Groups, the Assignee shall disclose such allocation to each Qualified Bidder, including Bray.

H. Auction

If the Assignee receives one or more Qualified Bids, in addition to the Fixed Bid and if the Assignee determines that the value of the Qualified Bids in the aggregate for all of the Asset Groups or individually, if a Qualified Bid is made for all the Acquired Assets, exceeds the Fixed Bid Amount, by more than \$40,000, the Assignee may arrange for an auction (the “Auction”) between such Qualified Bidder’s or Qualified Bidders’ bids and Bray. The Assignee may determine to forego the Auction and award the Sale to Bray based on the value to the estate of the Fixed Bid. The Assignee may not accept a Subsequent Bid without resorting to the Auction process. Should an Auction be necessary, the sale shall take place on July 31, 2009, time and place will be determined and distributed.

The Assignee may conduct an Auction of the Acquired Assets, or the applicable Asset Group or Asset Groups, upon notice to all Qualified Bidders who have submitted Qualified Bids, in accordance with the following procedures:

(a) Only the Assignee, Bray and any Qualified Bidder who has timely submitted a Qualified Bid will be entitled to attend the Auction.

(b) At least two (2) days prior to the Auction, each Qualified Bidder who has timely submitted a Qualified Bid must inform the Assignee whether it intends to participate in the Auction. At least one (1) day before the Auction, the Assignee will provide copies of the Qualified Bid or combination of Qualified Bids which the Assignee believes, subject to the terms hereof, is the highest or otherwise best offer to all Qualified Bidders who have informed the Assignee of their intent to participate in the Auction.

(c) All Qualified Bidders who have submitted Qualified Bids must participate in

person or by telephone for all Subsequent Bids with the understanding that the true identity of each bidder must be fully disclosed to all other bidders and that all material terms of each Subsequent Bid must be fully disclosed to all other bidders throughout the entire Auction. Purchasers shall be told who the other Qualified Bidders are prior to the Auction and shall have the right to bid at the Auction.

(d) The Assignee may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g. the amount of time allotted to make Subsequent Bids) for conducting the Auction, provided that such rules are not inconsistent with these Bidding Procedures.

(e) Bidding at the Auction will begin with the highest or otherwise best Qualified Bid for an Asset Group or for a combination of Asset Group, but in no event for smaller collections or groupings of Acquired Assets.

(f) For each successive round of bidding in which the Assignee selects a bid for less than all the Acquired Assets, the Assignee will disclose the value that has been assigned to any of the Asset Groups for purposes of determining that partial bid. Once a value has been assigned to a specific Asset Group by the Assignee the value will not change unless an actual bid is higher than the assigned value.

(g) The Assignee will determine the winning bid or bids by determining whether the combination of bids at the Auction exceed the Fixed Bid Amount plus \$40,000.

I. Selection of Successful Bid

At the conclusion of the Auction, the Assignee will: (i) review each Qualified Bid on the basis of financial and contractual terms and the factors relevant to the sale process, including, but not limited to, those factors affecting the speed and certainty of consummating the sale, as well as the Bid Considerations; and (ii) identify the highest or otherwise best offer for the Acquired Assets received at the Auction, giving consideration to the Fixed Bid and/or the Final Bid and its application to all of the Acquired Assets (the “Successful Bid(s)”, and the bidder(s) making such bid(s), the “Successful Bidder(s)”). Prior to the selection of the Successful Bidder, the Assignee in its sole discretion, may require any such Successful Bidder, other than Bray, to make an additional deposit.

J. Return of Good Faith Deposits

After the Auction, to the extent required by each Qualified Bidder’s bid, the Assignee will return the Good Faith Deposit of all of the Qualified Bidders other than that of the Successful Bidder. Any Good Faith Deposit of the Successful Bidder will be applied against the payment of the Purchase Price upon closing of the Sale to the Successful Bidder.

K. Reservations Of Rights

In considering which Qualified Bid or bids will be the successful bid either in the Sale or in the Auction, if necessary, the Assignee will consider the value of Fixed Bid and the likelihood of receiving the Fixed Bid Amount plus \$40,000 in net proceeds of the sale of the Acquired Assets. The Assignee may consider the amount bid for each Asset Group and the potential savings in administrative costs in accepting the Fixed Bid and promptly yielding the amount of the Fixed Bid to the estate. The appraised value of individual assets comprising an Asset Group is agreed not to be a practical or appropriate measure of the value of the Acquired Assets.