

Plaintiffs Exhibit #001 follows

JAMES D. WAGNER LIVING TRUST  
JAMES D WAGNER TRTEE

Combined Statement  
Page 2 of 5  
Statement Period  
06-25-11 through 07-25-11  
B 16 0 1 P PT 10

Effective July 21, 2011, if we place holds on checks deposited to your account, the minimum amount made available to you by the next business day increases from \$100 to \$200. Funds from check deposits are generally available to you no later than the first business day after the day we receive your deposit. However, in some cases we place a hold on funds that you deposit by check.

### Interest Checking

JAMES D. WAGNER LIVING TRUST JAMES D WAGNER TRTEE

### Your Account at a Glance

Account Number	0890	
Beginning Balance on 06-25-11	\$ 249,361.40	Annual Percentage Yield Earned this Statement Period: 0.01% Interest Paid Year to Date: \$8.54
Deposits and Other Additions	+ 201,390.80	
Checks Posted	- 122,395.47	
ATM and Debit Card Subtractions	- 1,000.00	
Service Charges and Other Fees	- 28.00	
Other Subtractions	- 102,964.12	
Ending Balance on 07-25-11	\$ 224,364.61	

### Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
06-27	500.00-	248,861.40	
06-28	3,573.43-	245,287.97	
06-29	100,000.00+	345,287.97	
06-29	100,000.00-	245,287.97	Wire Type:Wire Out Date:110629 Time:1520 Et Trn:2011062900261916 Service Ref:009781 Buf:Warren B. Mosler ID:200311 Buf Bk:Enterprise B Ask Of Flor ID:067013852 Pmt Der:01110629006335Nnd Deposit Toward Purchase Of Mosler Automotive Assets Wire Transfer Fee
06-29	25.00-	245,262.97	
07-05	245.25-	245,017.72	
07-06	35.80-	244,981.92	
07-07	6,200.00-	238,781.92	
07-07	1,933.17-	236,848.75	
07-08	3,452.04-	233,396.71	
07-08	500.00-	232,896.71	
07-08	258.43-	232,638.28	
07-12	243.75+	232,882.03	

Plaintiffs Exhibit #002 follows

## Certification

**Jill Wagner** <jwagner@moslerauto.com>  
To: "J. Todd Wagner" <j.todd.wagner@gmail.com>

Tue, Nov 22, 2011 at 9:26 AM

Forgot to copy you...

Thank you,

Jill Wagner

GM and VP of Global Operations

Mosler Automotive

Phone: 561-842-2492

Fax: 561-844-7701

**From:** Jill Wagner [mailto:jwagner@moslerauto.com]  
**Sent:** Tuesday, November 22, 2011 9:26 AM  
**To:** 'Warren Mosler'  
**Cc:** Mike Kovacs (totalengineconcepts@yahoo.com)  
**Subject:** Certification



Warren,

After investigating certification further I have determined that we have EPA Certification but not CARD certification. Basically this would allow us to sell three cars to non-emissions requiring states or abroad.

However, both Mike and I agree that the best course of action is to issue the certificate of origin for Todd's car as a 2009, not a 2012. Then he can sell it as a 2009 with aftermarket upgrades and there is no liability to MACC if the car is sold and then does not pass emissions. Todd has agreed to do whatever it takes to limit Mosler's liability. Approved?

I can issue a press release as follows to clear up all the Internet nonsense:

Mosler Automotive sold a 2009 MT900S to Todd Wagner, formerly the chief engineer for Mosler Automotive and independent consultant. Wagner has performed aftermarket upgrades and designated the car as a Cubey GTR.

Mosler Automotive has been producing and distributing the world's top performance cars manufactured US road legal for over twenty years. The owner, Warren Mosler, is in the

Location

<https://mail.google.com/mail/u/1?ik=531a6222a8&view=pt&search>

process of selling the company with a closing scheduled before year end. Contact Jill Wagner, Mosler CFO, for details at 561-842-2492 or Martin Short, CEO of Mosler Europe, at 44-1480-464-052.

Ok with you?

Thank you,

Jill Wagner

GM and VP of Global Operations

Mosler Automotive

Phone: 561-842-2492

Fax: 561-844-7701

Plaintiffs Exhibit #003 follows



Plaintiffs Exhibit #004 follows



**From:** "Jill Wagner" <jwagner@moslerauto.com>  
**To:** "Warren Mosler" <warren.mosler@gmail.com>  
"Sylvia Klaker" <sklaker@moslerauto.com>  
**CC:**  
**Date:** 11/18/2011 11:40:38 AM  
**Subject:** RE: press release

---

We were holding off until the new owner picked the name because the certification name was done as Raptor GTR and that name was going to be changed. Regardless we can issue a release without an official name. Changing the name on the certification documents won't be hard for a new owner. It was the twin turbo setup at 838hp that Todd certified. However, he has performed other aftermarket mods to his "Cubey GTR". His car has no warranty due to his aftermarket mods. He signed a document to that affect earlier this year.

How is this .....

Mosler Automotive has achieved certification for its 2012 twin turbo model. The car features a newly styled rear bumper with single tail lights and boasts 838 hp.

Mosler has been producing and distributing the world's top performance cars manufactured US road legal for over twenty years. The owner, Warren Mosler, continues to actively seek a managing partner. Contact Jill Wagner, Mosler CFO, for details at 561-842-2492 or Martin Short, CEO of Mosler Europe, at 44-1480-464-052.

Thank you,  
Jill Wagner  
GM and VP of Global Operations  
Mosler Automotive  
Phone: 561-842-2492  
Fax: 561-844-7701

---

**From:** Warren Mosler [mailto:warren.mosler@gmail.com]  
**Sent:** Friday, November 18, 2011 8:25 AM  
**To:** Jill Wagner; Sylvia Klaker  
**Subject:** press release

Jill,

did we ever do that press release for the completion of certification Todd's talking about?

DEF007738

If not, we should do one right away.

Please send me a draft to edit, thanks

--

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://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)

IRS CIRCULAR 230 Disclosure: Under U.S. Treasury regulations, we are required to inform you that any tax advice contained in this e-mail or any attachment hereto, is not intended to be used, and cannot be used, to avoid penalties imposed under the Internal Revenue Code.

The information herein has been obtained from various sources. We do not guarantee its accuracy. Neither the information, recommendations, or opinions expressed herein constitutes an offer to buy or sell any securities, futures, options, or investment products. AVM and/or any of its affiliates may trade for its or their own account(s) in the securities or other products described here.

Plaintiffs Exhibit #005 follows

**From:** "Sylvia Klaker" <sklaker@moslerauto.com>  
**To:** "Warren Mosler" <warren.mosler@gmail.com>  
**CC:**  
**Date:** 4/12/2011 12:03:11 PM  
**Subject:**  
**Attachments:** [Todd's final invoice.pdf](#)

---

Jill says you two spoke earlier and worked out a deal regarding the final invoice. Attached is what she prepared.

She made some revisions and added a note stating that Todd would be reimbursed vacation time when he sells the company.

I wanted to give you a chance to review and approve before funds are exchanged.

Thank you,  
Sylvia Klaker  
HR Director/Office Mgr  
Mosler Auto Care Center  
561-842-2492



2391 Old Dixie Highway  
Riviera Beach, FL 33404  
(561) 842-2492

## Invoice

Date	Invoice #
8/17/2010	1376

Bill To
Supercar Engineering, Inc. 3021 Alcazar Place #305 Palm Bch Grdns, FL 33410



Item	Description	Amount
MT900S Auto	Chassis 55 (old 32) purchase and exclusive distributorship of Mosler Vehicles in Thailand and China Chassis 55	0.00 92,605.00
Distributor Discount/Co...	Chassis 36 Commission	-9,815.00
Distributor Discount/Co...	Chassis 58 Commission	-3,905.10
Distributor Discount/Co...	Chassis 67 Commission	-3,924.10
Distributor Discount/Co...	Reimbursement for \$ paid to MACC glass shop employees (SEI project that MACC took over)	-1,575.00
Distributor Discount/Co...	Chassis 36 Commission - \$478 x 11 payments	-5,258.00
Distributor Discount/Co...	Chassis 36 Commission - for March payment	-478.00
Distributor Discount/Co...	January - 3 weeks	-4,326.92
Distributor Discount/Co...	February - out 1 week plus 12.50 hrs * see note below	-3,894.24
Distributor Discount/Co...	March - 4 weeks	-6,388.04
Distributor Discount/Co...	April - 2 weeks	-3,090.66
	1st Deposit received 6/8/2010 - \$10,000.00 - check #021498 2nd Deposit received 8/17/2010 - \$30,231.67 - check #021778 3rd Deposit received 9/1/2010 - \$1,714.85 - check #1396 4th Deposit received 9/30/2010 - \$1,714.85 - check #1401 5th Deposit received 11/5/2010 - \$1,714.85 - check #1405 6th payment via reimbursement 12/03/2010 - (\$1,575.00) plus \$139.85 - check #1407 7th payment via commission (\$5,258) received 01/04/11 applied to Jan/Feb/March payments with remaining 113.45 applied to April's payment. New balance due in April: \$1,601.40 8th Deposit received 03/11/2011 - \$7,714.85 - check #1412	
Optional Equip	Add On's K&N Filters RC-5126 Universal Chrome Filter 2 @ \$46.99 + \$6.11 tax	100.09

**Subtotal**

**Payment/Credits**

**Balance Due**

\* vacation time to be reimbursed after company sale by Todd (\$1893.06)

Page 1

DEF011175



2391 Old Dixie Highway  
Riviera Beach, FL 33404  
(561) 842-2492

## Invoice

Date	Invoice #
8/17/2010	1376

Bill To
Supercar Engineering, Inc. 3021 Alcazar Place #305 Palm Bch Grdns, FL 33410



Item	Description	Amount
Optional Equip	03-1036 3/8" Check Valve	49.50
Optional Equip	03-1047 1/4" Check Valve -- 25 psi	39.50
Optional Equip	03-1048 Micron Filter for Turbo Oil Feed	49.50
Optional Equip	Turbo fabrication supplies - flange/silicone reducer & sleeve/al air intake tube (10-28-10)	522.95
Optional Equip	shipping fee	8.33
Optional Equip		10,000.00
Optional Equip	Blow Off Valve 8 PSI Spring Silver	612.60
Optional Equip	Magnuson 1 Products Reservoir Coolant - charged to AmEx on 10/14/10	42.50
Optional Equip	O-Rings 90 Degree Swivel - plus fitting and freight	77.05
Optional Equip	Magnuson 1 Products Reservoir Cap/Gen3 Truck/etc - charged to AmEx on 10/18/10	24.00
Optional Equip	Yellow ducting from Ducting.com	73.12
Optional Equip	TUBE2 from Jet-Hot	90.00
Optional Equip	Caron Wire Covers	247.75
Optional Equip	Dyno test - 03/02/11	503.50
Optional Equip	T-7 3" ID/1 coil 3" ID X 12.5 ft - Rubber Cal is vendor	72.13
Optional Equip	Fuel filter 6 AN 40 MICR	44.90
Optional Equip	Boost-A-Pump/Turbo Car	252.00
Labor	Boost-A-Pump Installation	200.00
Optional Equip	From SPAL USA (items ordered for C55 & C64 - cost was split)	164.37
Shipping & Handling	Shipping	16.00
<b>Subtotal</b>		<b>\$63,139.73</b>
<b>Payment/Credits</b>		<b>\$-53,230.92</b>
<b>Balance Due</b>		<b>\$9,908.81</b>

\* vacation time to be reimbursed after company sale by Todd (\$1893.06)

Plaintiffs Exhibit #006 follows



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# **MOSLER**

## **A U T O M O T I V E**

March 23, 2012

John Doe  
123 Main Street  
Anywhere, USA 12345  
*Sent via Fed Ex and U.S. Mail*

RE: The VIN belonging to this customer

Dear Mr. Doe,

It has come to our attention that a defect which relates to safety may exist in your Mosler MT900. The fuel lines may be prone to fuel leakage, which in the presence of an ignition source creates a fire risk.

In order to avoid a potential fuel line failure, Mosler Automotive will replace the fuel lines in your vehicle at its cost and expense. It is estimated that the fuel line replacement will take less than one-half day.

In an abundance of caution, **YOU SHOULD NOT OPERATE YOUR MOSLER MT900 UNTIL THE FUEL LINES HAVE BEEN REPLACED.**

Please immediately contact Mosler Automotive at (561) 842-2492 or [sklaker@moslerauto.com](mailto:sklaker@moslerauto.com) to arrange replacement of the fuel lines.

If you have previously paid for a repair that addresses the issue described in this letter, you may be eligible for a refund of previously paid repairs. In order to qualify for a refund, please send us your paid original receipt (no photo copies).

If you no longer own this vehicle, and have the name and address of the current owner, please let us know and kindly forward this letter to the new owner.

We apologize for this situation and want to assure you that with your assistance, we will correct this condition. Our commitment is to provide you with the highest level of support and service.

Very Truly Yours,

Sylvia Klaker,  
HR Director/Office Mgr  
Mosler Auto Care Center, Inc.  
(561) 842-2492

---

**2391 OLD DIXIE HIGHWAY • RIVIERA BEACH, FL 33404**  
**561-842-2492 • FAX-561-845-3237**



Plaintiffs Exhibit #007 follows



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

---

**FW: Photo 1**

1 message

---

**Alan Richard Simon** <alanrsimon@gmail.com>  
To: j.todd.wagner@gmail.com

Mon, Oct 3, 2011 at 12:23 PM

Alan R. Simon  
(561) 427-4041


-----Original Message-----

From: Jeanne K. Simon [mailto:[jeanneksimon@gmail.com](mailto:jeanneksimon@gmail.com)]  
Sent: Wednesday, September 28, 2011 10:32 PM  
To: Alan Simon  
Subject: Photo 1

---

**2 attachments**

**photo.JPG**  
2213K

 **ATT00004.txt**  
1K



Plaintiffs Exhibit #008 follows

**From:** ["James Todd Wagner" <j.todd.wagner@gmail.com>](mailto:j.todd.wagner@gmail.com)  
**To:** ["Warren Mosler" <warren.mosler@gmail.com>](mailto:warren.mosler@gmail.com)  
**CC:** [klr@reaganlawoffices.com](mailto:klr@reaganlawoffices.com)  
["Alan Richard Simon" <alanrsimon@gmail.com>](mailto:alanrsimon@gmail.com)  
**Date:** 3/15/2012 8:23:12 AM  
**Subject:** Re: Win-Win Proposal

---

Good morning Warren,

Agreed! \$500,000 + \$150,000 = \$650,000 for the below inclusive of all 6 chassis/body sets as commented. I'll start writing it up. Thanks! Have a great day :)

James Todd Wagner  
President  
Supercar Engineering, Inc.

On Mar 14, 2012 9:44 PM, "Warren Mosler" <[warren.mosler@gmail.com](mailto:warren.mosler@gmail.com)> wrote:  
Ok, seems doable if I'm reading it correctly.

Comments below:

<sent from mobile device>  
Warren Mosler  
President, Valance Co.  
5013 Chandler's Wharf  
Christiansted, St. Croix  
USVI 00820  
[www.moslereconomics.com](http://www.moslereconomics.com)

On Mar 14, 2012, at 3:59 PM, James Todd Wagner <[j.todd.wagner@gmail.com](mailto:j.todd.wagner@gmail.com)> wrote:

That's not the plan.

On Mar 14, 2012 3:56 PM, "Warren Mosler" <[warren.mosler@gmail.com](mailto:warren.mosler@gmail.com)> wrote:

DEF009669



will newco use the mosler name for anything?

On Wed, Mar 14, 2012 at 3:44 PM, James Todd Wagner <[j.todd.wagner@gmail.com](mailto:j.todd.wagner@gmail.com)> wrote:  
Hi Alan and Warren,

CONFIDENTIAL COMMUNICATION

1) NewCo will pay \$500,000 for everything owned by Mosler Auto Care Center ("MACC") with the exception of the below items a-e that will be kept by Mosler. I'm envisioning that "Mosler" will be a separate company from MACC, so you don't have the continuing warranty liability from the existing cars; but that's not an important point.

- a) 3 of the MT900s chassis/body sets and all of the parts on hand that are required to build out the two chassis NOTE: The remaining 3 chassis/body sets that are going to NewCo will not have near as many parts on hand. These 'last' 3 chassis/body sets would be much more costly for Mosler to build out, and would likely require some bulk purchases of interior parts, windshields, etc, etc, etc.

You can have all 6 and we won't produce any ourselves.

- b) 3 of the Consulier/Raptor race cars of Mosler's choosing

- c) 5 of the Consulier/Raptor street cars of Mosler's choosing

- d) The grey MT900s prototype per your request

- e) The yellow Photon per your request

And the newer orange photon

---

2) NewCo will fully acquire from MACC all of the intellectual property, drawings, models, molds, tooling, jigs, fixtures, machining programs, crash test data, emissions certification data, trademarks, assembly guides, manufacturing licenses, specifications and all other information that is required to build MT900s, MT900R, Photon, SuperGT, MT900SP, RaptorGTR, and all other Mosler products regardless of their names. This may require acquisition of MACC itself. Thus, Mosler will be a new company that you will own with the assets in item #1.

---

Ok, but I'll retain the assets personally

---

3) For \$1/year, NewCo will grant Mosler exclusive license to build and sell the normally-aspirated 7.0L MT900SP in USA for 3 years to cover time to the build of the two chassis. This will be the limited-edition 1-per-year model that was announced. NewCo will provide any parts needed to complete these cars at NewCo's cost.

---

Won't be building anything.

---

4) Mosler will be granted the option of selling one or two of the chassis/body/parts sets to NewCo for \$50,000 each if MACC chooses not to take on the task of building them out for sale. NewCo will be granted a right of first refusal on the two chassis in the event Mosler wishes to sell the chassis to another party at a higher price.

---

You can have all three for \$150,000

---

5) NewCo will handle the certification of cars.

---

6) All parties will issue releases to each other.

---

James Todd Wagner  
President  
Supercar Engineering, Inc.

On Tue, Mar 13, 2012 at 1:05 PM, Alan Richard Simon <[alanrsimon@gmail.com](mailto:alanrsimon@gmail.com)> wrote:  
Todd:

When the MT was sold to you at a special price it was sold "...without recourse and without representations or warranties...whatsoever". Your signature on the Bill of Sale acknowledges your acceptance of the terms of sale. Accordingly, notwithstanding any modifications you had made to the vehicle, in the past or will have made in the future, or improper use or abuse, there was no warranty when the vehicle was purchased and there will be no warranty in the future.

Accordingly no representations should be made at any time otherwise, nor should any representation made that the vehicle is a 2012 model.

Please contact Sylvia immediately so she can arrange to have the vehicle transported to the Mosler Auto Care Center facility in Riviera Beach, Florida or to Corvette Mike's at 1133 North Tustin Avenue Anaheim, CA 92807, if that location is more convenient, so that the necessary corrections can be made.

Additionally, please make arrangements with Corvette Mike to pay for the repairs you had his shop perform on your car.

I'm sorry for any confusion.

Thanks



Alan R. Simon

(561) 427-4041

---

**From:** James Todd Wagner [mailto:[j.todd.wagner@gmail.com](mailto:j.todd.wagner@gmail.com)]  
**Sent:** Tuesday, March 13, 2012 12:42 PM  
**To:** Sylvia Klaker  
**Cc:** Warren Mosler; [jacobmosler@moslerauto.com](mailto:jacobmosler@moslerauto.com); Alan Richard Simon  
**Subject:** Re: FW: scan

Hi,

I did speak to Warren and Alan about this topic last week, and was waiting to hear back from Alan per Warren's reply.

On Tue, Mar 13, 2012 at 12:12 PM, Sylvia Klaker <[sklaker@moslerauto.com](mailto:sklaker@moslerauto.com)> wrote:

Todd,

We have not heard from you regarding the notice we sent to you last week, which Fed Ex has advised was delivered on March 7, 2012; a copy of the notice is attached hereto for your convenience.

The notice was also sent to you *via regular US mail and by email*.

Please contact us immediately so we can arrange to have the vehicle transported to the Mosler Auto Care Center facility in Riviera Beach, Florida or to

DEF009673

Corvette Mike's at 1133 North Tustin Avenue Anaheim, CA 92807, if that location is more convenient, so that the necessary corrections can be made.

If you fail to comply with this request and represent the vehicle as a 2012 model, attempt to register the vehicle as a 2012 model or transfer the 2012 MSO which was issued in error, you may be considered party to a fraud.

Thank you in advance for your cooperation in this matter.

Sylvia Klaker  
HR Director/Office Mgr  
Mosler Auto Care Center  
[561-842-2492](tel:561-842-2492)

--

Cheers,  
James Todd Wagner  
President  
Supercar Engineering, Inc.

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. If this email has come to you in error, please delete the email and alert the sender.

DEF009674

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Cheers,  
James Todd Wagner  
President  
Supercar Engineering, Inc.

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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://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)

IRS CIRCULAR 230 Disclosure: Under U.S. Treasury regulations, we are required to inform you that any tax advice contained in this e-mail or any attachment hereto, is not intended to be used, and cannot be used, to avoid penalties imposed under the Internal Revenue Code.

DEF009675

The information herein has been obtained from various sources. We do not guarantee its accuracy. Neither the information, recommendations, or opinions expressed herein constitutes an offer to buy or sell any securities, futures, options, or investment products. AVM and/or any of its affiliates may trade for its or their own account(s) in the securities or other products described here.

Plaintiffs Exhibit #009 follows



James Todd Wagner &lt;j.todd.wagner@gmail.com&gt;

---

**Car & deal discussion**

---

Alan Richard Simon &lt;alanrsimon@gmail.com&gt;

Wed, May 2, 2012 at 10:14 AM

To: James Todd Wagner &lt;j.todd.wagner@gmail.com&gt;, Sylvia Klaker &lt;sklaker@moslerauto.com&gt;

Cc: klr@reaganlawoffices.com

Hi:

RE: Mosler Supercars, Inc. I think it will be easier to dissolve your Mosler corp. than change the name since you can prepare and file Articles of Dissolution re: Mosler Supercars, Inc. on line @ [www.sunbiz.org](http://www.sunbiz.org), but can not prepare or file a name change on line. The filing fee is \$100.00. I'm not providing you legal advice and suggest you consult your atty concerning this matter.

RE: Modification Agreement. I don't think it's necessary since both the VIN#/MSO and warranty issues need to be resolved **before Warren** will sign any Stock Sales Agreement. This shouldn't be a problem if you don't change your mind re: May 7 pick up. Please remember that MACC will pay to transport your MT to their FL shop but will not pay to transport your MT back to CA. Per your request, MACC will handle the transport and it will not be necessary involve Corvette Mike. **Don't forget that MACC will post a "Buyer Beware" notice on its website if the VIN #/MSO are not corrected; time if of the essence.** That your MT has no warranty is a **fact** so the Acknowledgement shouldn't be an issue. The Acknowledgement would be a separate document which would benefit MACC by eliminating any future discussions with anyone who may subsequently own your MT. **There is no chance that MACC will change its position concerning the VIN#/MSO correction or lack of warranty.** Upon reflection, since these matters only effect you personally, inclusion in the Stock Sale Agreement may lead your investors into thinking that "something is up" and effect their decision to proceed so it may be in your best interest to handle these issues before the Stock Sakes Agreement is present to you investors.. Again, I'm not providing you legal advice and suggest you consult your atty concerning this matter.

RE: Fire damage. I don't think its in MACC's best interest to put a "dollar limitation "relating to the subordinated possible claim. Again, I'm not providing you legal advice and suggest you consult your atty concerning this matter.

RE: Release. Sorry, but the releases will be as **broad as possible so no can make any sort of claim, know or unknown, from the beginning of the world until the day of Closing.** No one wants any surprises. To avoid any confusion later, I will prepare the Releases and make them Exhibits to the Stock Sale Agreement. Again, I'm not providing you legal advice and suggest you consult your atty

concerning this matter

Thanks

Alan R. Simon

(561) 427-4041

---

**From:** James Todd Wagner [mailto:j.todd.wagner@gmail.com]  
**Sent:** Wednesday, May 02, 2012 8:53 AM  
**To:** Sylvia Klaker  
**Cc:** klr@reaganlawoffices.com; Alan Richard Simon  
**Subject:** RE: Car & deal discussion

[Quoted text hidden]

Plaintiffs Exhibit #010 follows





moslerauto.com

Mosler Auto


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# MOSLER





LATEST @ MOSLER

  
Britcar MSA Endurance Championship Round 2 Rockingham UK

  
Dutch Supercar Challenge - The Opening Round

  
Thunder Asia Racing - 2011 Press Release

  
Final Rounds of Dutch Supercar Challenge at Assen

  
Brands Hatch Round - Britcar Series

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**IMPORTANT NOTICE:** If you plan to purchase a Mosler MT900, Photon, Raptor, Raptor GTR, or any other vehicle produced by Mosler from anyone other than directly from Mosler Automotive, be sure to check that the Vehicle Identification Number (VIN #) on the vehicle matches the VIN # shown on the Manufacturer's Statement of Origin (MSO) or the State Issued Certificate of Title, which ever document the owner provides as proof of ownership. To avoid any issues please contact Mosler Automotive for verification at **(561) 842-2492**

STREET RACING

FORUMS

STORE

ABOUT

5:11 PM

3/30/2012

Plaintiffs Exhibit #011 follows



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

---

**Mosler Asset and Stock Sale Agreement 4-6-2012**

---

James Todd Wagner <j.todd.wagner@gmail.com>  
To: Sylvia Klaker <sklaker@moslerauto.com>

Fri, Apr 6, 2012 at 10:09 AM

Hi Sylvia,

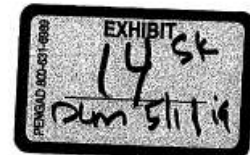
I think this is a very positive step. I will forward the draft Agreement that I sent yesterday. I truly believe it is 'straight-up' per Warren and my's email agreements and has the right balance of:

- 1) Fully describing the deal so an investor feels comfortable.
- 2) Doesn't ask Warren to guarantee anything beyond the wording Alan originally put into his Stock Sale Agreement.

Feel free to call when you have digested everything.

Todd

[Quoted text hidden]



---

Wagner's Production to MACC's 1st RFP 000543

Wagner Trial ID 002815

Plaintiffs Exhibit #012 follows



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

## Mosler Asset and Stock Sale Agreement 4-6-2012

Warren Mosler <warren.mosler@gmail.com>

Fri, Apr 6, 2012 at 2:09 AM

To: James Todd Wagner <j.todd.wagner@gmail.com>, Sylvia Klaker <sklaker@moslerauto.com>, Jacob Mosler <mosler.jacob@gmail.com>

Cc: Alan Richard Simon <alanrsimon@gmail.com>, klr@reaganlawoffices.com

On Thu, Apr 5, 2012 at 1:17 PM, James Todd Wagner <j.todd.wagner@gmail.com> wrote:  
Dear Warren and Alan,

As a preamble to revised Stock Sale Agreement, which is now an Asset and Stock Sale Agreement;

I'm trying to simultaneously achieve the goals and objectives of all parties. Below is my understanding of the key objectives of the 'stakeholders' in the Agreement:

1) Warren: To collect the \$650,000 as quickly as possible with no strings attached and keep the Consuliers/Intruders/Raptors and have no risk of liability down the road.

ok

2) Todd: To get the deal closed as quickly as possible. This requires an agreement that stakeholder #3 will feel comfortable with.

ok

3) Investors: To get the deal done in a 'comprehensive' way with no risk of something biting them in the arse down the road. This means definitive assets rather than 'buying stock paper with the hope the assets are there'.

ok

Everyone has the same overall objective: Getting the deal done.

\*\*\*DETAILS\*\*\*

I have inferred that Warren doesn't want to warrant anything about what's included as owned by the Corporation or not, so the original structure that I communicated to Alan (Stock sale with defined Assets can be converted to Stock and Asset sale with defined assets so that Warren doesn't have to Warrant anything other than what was included by Alan. This "Agreement Strategy" satisfies an outside investor, who is obviously unwilling to pay \$650,000 for what could plausibly be nothing more than pieces of paper.

sounds ok.

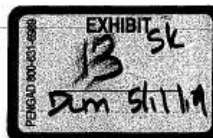
\*\*\*The Key Point: The path to success for everyone is: Make it Easy and Comfortable for someone who isn't intimate with the business to say "yes." All of the prep work is done, and one of the investors who wanted to fly in this weekend is still interested in coming; but he won't unless a deal is in-hand. Clearly no one who is on the 'outside' is going to spend their time and money on a deal unless the deal is clearly defined and isn't going to disappear suddenly.

Just agree to what alan sent on a non binding basis. You will need to further negotiate in any case after you get feedback from your investors.

The 60 days without being cancelled was clearly agreed to by Warren.  
yes.

This is critical because of the above: View it from an investor's position. Above all else: It was agreed to in trade for Warren keeping all of the Consulier/Intruder/Raptor vehicles.

All I'm asking is we adhere to our agreements.





I've made the Asset and Stock Sale Agreement as innocuous as possible given Warren's clear desire to have zero liability hangover. That has always been my intent as well. Just a clean deal with defined assets and a VERY REASONABLE timeline to completion. For 'perspective' note that we've already eaten up 21 days since our original clear email agreement. It's quite reasonable to allot 60 days for the next step. It can probably be done in 40 days, but why put unnecessary stress on the situation by cutting it to the wire.  
you can have 60 days from when we both sign the agreement

Another note on perspective, one of the investors wanted to fly in this weekend to visit the plant. Since we don't have a deal, yet, he wants to push to the 20th. There's 14 days gone just from handling travel logistics. That's 25% of the 60 day allotment.

60 days simply is normal and rational. I'm not asking for any exclusivity nor any change in your operations AND I've agreed to the \$3000/week penalty after the first 7 days...so our interests are aligned to getting this done quickly.

Notes on the Agreement draft attached:

NEW SECTION 5: Assets Being Sold and Assets Being Retained  
Section 5 discusses the Asset Sale portion of the Agreement. Thus the Seller's Warrants (section 3) are now just back to what Alan wrote. Section 4 is the same as what Alan wrote, with the exception of inclusion that Buyer doesn't know what has been going on for the last several months. This is true, and shouldn't be a problem for anyone.  
ok, if that's all it is.

The assets listed in section 5 are the assets that were on-hand when I last had 'first hand' knowledge of the assets. If nothing has changed, then these assets are still there.

Warren, I hope you will read this yourself as well as getting advice from Alan. Put yourself in an outside investor's shoes, and imagine what you would want to see before putting in over a million dollars into a venture.

I have a full time job and no time to read this kind of thing over and over again, so I've assigned all aspects of the sale to Sylvia, cc'd.

my understanding is you changed a lot more than stated above.

please discuss the changes Alan believes you've made with Sylvia.

Sylvia is in charge of the sale and will be reading the documents and discussing them with Alan.

--  
Cheers,  
James Todd Wagner  
President  
Supercar Engineering, Inc.  
Mosler Supercars, Inc.

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. If this email has come to you in error, please delete the email and alert the sender.

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

Plaintiff's Exhibit #013 follows

**From:** "Warren Mosler" <warren.mosler@gmail.com>  
**To:** "Sylvia Klaker" <sklaker@moslerauto.com>  
**CC:**  
**Date:** 4/12/2011 12:08:15 PM  
**Subject:** Re:

---

Yes,

approved, thanks!

On Tue, Apr 12, 2011 at 12:03 PM, Sylvia Klaker <sklaker@moslerauto.com> wrote:

Jill says you two spoke earlier and worked out a deal regarding the final invoice. Attached is what she prepared.

She made some revisions and added a note stating that Todd would be reimbursed vacation time when he sells the company.

I wanted to give you a chance to review and approve before funds are exchanged.

Thank you,  
Sylvia Klaker  
HR Director/Office Mgr  
Mosler Auto Care Center  
[sklaker@moslerauto.com](mailto:sklaker@moslerauto.com)

--

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'Toole, 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://www.moslereconomics.com)

<http://warren.mosler.com>

Valence Company, Inc.  
5913 Chandler's Wharf, Suite 2  
Charleston, WV 25309

Office phone: 340 692 7710 (fax 7715)

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DEF011177



Plaintiff's Exhibit #014 follows

**From:** ["Mark Margolis" <Mark.Margolis@scorpionmotorsports.com>](mailto:Mark.Margolis@scorpionmotorsports.com)  
**To:** ["Warren Mosler" <warren.mosler@gmail.com>](mailto:Warren.Mosler@gmail.com)  
**CC:** ["Sylvia Klaker" <sklaker@moslerauto.com>](mailto:Sylvia.Klaker@moslerauto.com)  
["Alan Richard Simon" <alanrsimon@gmail.com>](mailto:Alan.Richard.Simon@gmail.com)  
**Date:** 11/21/2012 12:02:36 AM  
**Subject:** Re: request for additional information

---

As a note to all involved thus far:

I hope this email will not destroy what working relationship we have built up so far.

In short, a few weeks ago I received a call from Todd (James nowadays) telling me of this venture and asking for assistance. I hadn't spoken to him in years but heard him out. I did research on the company and came up with a business plan based on his description of inventory. I presented it to my European partners in Scorpion Motorsports who I am working with to build my brand global. They are quite interested.

Last week James said I would not be able to view the inventory I was to commit my company to build from without a \$50k non refundable deposit. I became more than suspicious.

Before contacting all of you I was positive that if I was associated with James that I would be met with bias if not hostility, so I decided to come in with no association and get background on James and his claims.

As of current it seems his claims are null and I do not see reason to include him in this transaction.

Moreover, my partners are still quite interested, and all that I have relayed of myself, my company, and my intent is genuine. Sylvia, I greatly apologize for misleading to you specifically. I was hoping it could be avoided... I am usually quite honest.

I intend to continue on my fact finding and continue to assess the potential threat by James. Warren, please tip me off if you are alright with continuing with me under the circumstances. I am often unavailable but I would be happy to discuss if you feel it's necessary.

I have a call at 10am tomorrow with Europe to discuss. I hope for a positive response.

Best,  
Mark

DEF017931

Sent from my iPhone

On Nov 20, 2012, at 2:26 PM, Warren Mosler <[warren.mosler@gmail.com](mailto:warren.mosler@gmail.com)> wrote:

On Tue, Nov 20, 2012 at 3:21 PM, <[mark@scorpionmotorsports.com](mailto:mark@scorpionmotorsports.com)> wrote:

Todd claims that in 2004 SEI was contracted and that regular pay checks were given to SEI. This seems to be the basis for this IP claim. Was any check written to SEI prior to 2011?

Maybe, Sylvia can check. Todd may have wanted to get paid that way. I moved to St. Croix in 2003 and don't recall those details.

I'm not saying SEI doesn't exist, just that I owe it nothing.

Todd snapped around the time he lent a guy named Lew something \$100,000 to make a non refundable deposit to buy Mosler with 60 days to close. We all told Todd not to do it; that Lew was bogus, but he wouldn't listen to anyone. Lew never did close, he was a total fraud as we warned Todd, and now Todd claims it's his \$100,000 deposit and he's on a mission to get it back.

Warren

Thank you  
-Mark

---

On 2012-11-20 12:59, Sylvia Klaker wrote:

Mark,

The regular payroll checks were to Todd Wagner.

Sylvia Klaker  
HR Director/Office Mgr  
Mosler Auto Care Center

DEF017932

[561-842-2492](tel:561-842-2492)

-----Original Message-----

From: [mark@scorpionmotorsports.com](mailto:mark@scorpionmotorsports.com) [mailto:[mark@scorpionmotorsports.com](mailto:mark@scorpionmotorsports.com)]  
Sent: Tuesday, November 20, 2012 2:11 PM  
To: Sylvia Klaker  
Subject: RE: request for additional information

thank you.

Were the regular paychecks to Todd Wagner or SEI?

-Mark

On 2012-11-20 12:47, Sylvia Klaker wrote:  
Mark,

Following are the answers you requested.

Q: What was the date of the last paycheck that Todd Wagner received from Mosler?

A: Todd's last date of employment with MACC was 01/07/2011.

Q: To clarify: what is the date of the last regular, weekly/bi-weekly (whatever) pay check?

A: MACC pays its employees bi-weekly in arrears and Todd's last paycheck was dated 01/21/2011.

Q: Were there any payments from Mosler Auto to Supercar Engineering, Inc.?

A: Yes

DEF017933

Q: If so what were they for?

A: In approximately January 2011, Supercar Engineering Inc requested that they be allowed to pursue 2012 certification. In lieu of receiving several sales commissions and their attempt to obtain 2012 certification, Supercar Engineering Inc received a reduction in the price of the MT900 which had been used re: 2009 certification. Supercar Engineering Inc represented they were purchasing the "2009 MT

Certification" car for export to Thailand and China. We believe that the car was never exported.

Supercar Engineering Inc was paid a \$478.00 "leasing commission" on 05/13/11.

Best,  
Sylvia Klaker  
HR Director/Office Manager  
Mosler Auto Care Center  
(561) 842-2492

-

Warren B. Mosler  
Senior Economic Advisor to  
the President of the USVI Senate  
29th Legislature

[www.moslereconomics.com](http://www.moslereconomics.com)  
<http://twitter.com/wbmosler>

facebook: Warren Mosler

Plaintiff's Exhibit #015 follows

**From:** "Warren Mosler" <[warren.mosler@gmail.com](mailto:warren.mosler@gmail.com)>  
**To:** "Sylvia Klaker" <[sklaker@moslerauto.com](mailto:sklaker@moslerauto.com)>  
**CC:** "Jacob Mosler" <[mosler.jacob@gmail.com](mailto:mosler.jacob@gmail.com)>  
"Alan Richard Simon" <[alanrsimon@gmail.com](mailto:alanrsimon@gmail.com)>  
"Dan Carvalho" <[dcarvalho@moslerauto.com](mailto:dcarvalho@moslerauto.com)>  
**Date:** 3/19/2012 2:35:24 PM  
**Subject:** Re: Sale to Todd

---

Alan and Jacob have the prior emails from Todd.

\$650,000 for all the MT900 related assets.

Doesn't want the name 'Mosler' so we keep the rights to that'

We keep both Photons and the silver prototype and a few of the Raptors and Consultiers.

On Mon, Mar 19, 2012 at 2:01 PM, Sylvia Klaker <[sklaker@moslerauto.com](mailto:sklaker@moslerauto.com)> wrote:  
O.K. What are the parameters?

Is there a contract?

Sylvia Klaker  
HR Director/Office Mgr  
Mosler Auto Care Center  
[561-842-2492](tel:561-842-2492)

---

**From:** Warren Mosler [<mailto:warren.mosler@gmail.com>]  
**Sent:** Monday, March 19, 2012 1:44 PM  
**To:** Sylvia Klaker

**Cc:** Jacob Mosler; Alan Richard Simon; Dan Carvalho  
**Subject:** Sale to Todd

Hi Sylvia,

You're in charge of the sale to Todd.

Do your best to make sure it happens asap, thanks!

Alan, Jacob, and Dan are standing by to assist as needed and help make sure it's fair for us.

Thanks!  
Warren

--  
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://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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DEF017956



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[www.moslereconomics.com](http://www.moslereconomics.com)

<http://twitter.com/wbmosler>

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5013 Chandlers Wharf, Suite 2  
Christiansted, USVI 00820

Office phone: 340 692 7710 (fax 7715)

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Plaintiff's Exhibit #016 follows



James Todd Wagner &lt;j.todd.wagner@gmail.com&gt;

**RE: Car & deal discussion- Fire damage to my MT**

3 messages

Alan Richard Simon &lt;alanrsimon@gmail.com&gt;

Wed, May 2, 2012 at 2:11 PM

To: James Todd Wagner &lt;j.todd.wagner@gmail.com&gt;

Cc: klr@reaganlawoffices.com, Sylvia Klaker &lt;sklaker@moslerauto.com&gt;

Hi:

To my knowledge there were no injuries.

Here's what happened: After my MT went thru its annual emission test, I drove slowly thru their parking lot with the radio turned off. Usually I keep the radio at "High" because I have hearing problems. I heard a "tapping noise". While driving slowly I conducted some quick diagnostic tests i.e. revving the engine to see if the "tapping speed increased/got louder, etc. and coasting to see if it was engine related. Neither effected the "tapping" so I thought that something might have been caught under the car. I drove to a nearby BMW Performance shop (both the emission station and the BMW shop are very near my home). With the engine off and the car in neutral, we pushed the car back-and-forth in front of the shop. The "tapping" remained. I called Dan Carvelho @ MACC and reported my findings. Dan opined that the "tapping" emanated from the front of the car and suggested repacking the grease should fix the noise. I had the mechanic speak directly with Dan and don't know the exact location, but I think it was the right end of the steering rack, but I may be wrong. The re-packing was done the next day and the Mechanic (owner of the BMW shop) sent me an email and advised that he thought the "tapping" was gone, that he didn't have time to conduct a test drive, invited me to conduct my own test drive, or, allow him to take his wife to dinner while conducting the test drive that night (since he had a babysitter) and then he wouldn't charge for his work. I agreed with the proviso that he park safely, no valet parking and that he drive carefully. At approx 9PM that night I received a frantic call from him saying he was at the Route 400 toll plaza and that there had been a engine fire. I told him to call the fire department and my wife and I went to the toll plaza to see what happened and to give the mechanic and his wife a ride to their home. As we approached the toll plaza there was a "bad smell", several lanes were closed, there was a fire truck and parts of the burned remains of my MT were being shoveled onto a flatbed. The mechanic told me that he had stopped to pay the toll on his way home from dinner and someone from the car behind had ran up to my MT screaming that there was a fire. The "good Samaritan then went to the toll booth attendant to get a fire extinguisher. The toll attendant directed him to a small building adjacent to the toll plaza where he grabbed several fire extinguishers. Unfortunately, some of the first fire extinguishers he tried to use didn't work. The mechanic got his wife out of the car who I was told had been screaming because the doors automatically lock and she didn't know how to get out of the MT. I was told that the carbon fiber burned extremely, extremely fast. I spoke to both the

firemen, toll plaza representative and the police which were at the scene when I arrived. I was told that the toll plaza has numerous security cameras and that everything had probably been recorded.

I told the insurance adjusters pretty much the same story and reminded them that they should make sure to get the video tapes if they wanted them, because who knew how long they were usually kept before being reused. I also advised them of my relationship with MACC. To my knowledge that never got the tapes.

The "experts" retained by the insurance companies opined that the source of fire was either gasoline, oil or electricity and were extremely vague as to causation.

Sometime later I was advised that the insurance companies were going to have their "experts" make an addition examination of the remains of my MT. At Warren's request I told the insurance adjusters that I would be attending the "inspection" on behalf of MACC. They found this odd and perhaps a bit concerning and had their atty also attend the inspection. After the inspection, the insurance company's atty verbally advised me, that the "experts" couldn't determine the cause of the fire and that he wouldn't recommend that the matter be pursued further.

I allowed the insurance carriers' one (1) month to determine the value of my MT and we agreed that \$200,000 was acceptable to all parties. I received \$100,000 (which was the policy limit) from the Mechanic's insurance company even though they didn't think it was their insured's fault. Their adjuster told me that they were paying because the shop's garagemen's insurance policy required them to pay in any event if the mechanic was driving the car during a test drive. I received \$100,000 plus tax of the complete \$200,000 from insurance carrier. I do not know if either insurance company paid the toll plaza for any damage which the toll plaza may have sustained.

I took lots of photos on my phone both the night of the fire and at the "inspection" I attended.

Hopefully I didn't leave anything important out, or make any typos.

Thanks

Alan R. Simon



(561) 427-4041

---

**From:** James Todd Wagner [mailto:j.todd.wagner@gmail.com]  
**Sent:** Wednesday, May 02, 2012 12:00 PM  
**To:** Alan Richard Simon  
**Cc:** klr@reaganlawoffices.com; Sylvia Klaker  
**Subject:** RE: Car & deal discussion

Hi Alan and Sylvia,

There is significant complexity especially in the fire topic. To create a 'complete' picture and avoid misunderstanding please draft the documents that you're envisioning and I'll review.

We need to know if the people inside the burned car were hurt as well, and what's going on in that area. These are the very questions an investor is going to ask.

James Todd Wagner  
President  
Supercar Engineering, Inc.

On May 2, 2012 10:14 AM, "Alan Richard Simon" <alanrsimon@gmail.com> wrote:

Hi:

RE: Mosler Supercars, Inc. I think it will be easier to dissolve your Mosler corp. than change the name since you can prepare and file Articles of Dissolution re: Mosler Supercars, Inc. on line @ [www.sunbiz.org](http://www.sunbiz.org), but can not prepare or file a name change on line. The filing fee is \$100.00. I'm not providing you legal advice and suggest you consult your atty concerning this matter.

RE: Modification Agreement. I don't think it's necessary since both the VIN#/MSO and warranty issues need to be resolved **before Warren** will sign any Stock Sales Agreement. This shouldn't be a problem if you don't change your mind re: May 7 pick up. Please remember that MACC will pay to transport your MT to their FL shop but will not pay to transport your MT back to CA. Per your request, MACC will handle the transport and it will not be necessary involve Corvette Mike. **Don't forget that MACC will post a "Buyer Beware" notice on its website if the VIN #/MSO are not corrected; time if of the essence.** That your MT has no warranty is a **fact** so the Acknowledgement shouldn't be an issue. The Acknowledgement would be a separate document which would benefit MACC by eliminating any future discussions with anyone who may subsequently own your MT. **There is no chance that MACC will change its position concerning the VIN#/MSO correction or lack of warranty.** Upon reflection, since these matters only effect you personally, inclusion in the Stock Sale Agreement may lead your investors into thinking that

Sales Agreement I would think you would see the benefits in that.

You keep saying you want to keep it simple and this would certainly help.

Sylvia Klaker  
HR Director/Office Mgr  
Mosler Auto Care Center  
561-842-2492

---

**From:** James Todd Wagner [mailto:j.todd.wagner@gmail.com]  
**Sent:** Wednesday, May 02, 2012 7:18 AM  
**To:** Alan Richard Simon; Sylvia Klaker; klr@reaganlawoffices.com  
**Subject:** Re: Car & deal discussion

I wasn't meaning that I found your email confrontational. I was simply saying that my own communication was intended as cooperative.

Instead of having our backs up, I wish to just put together a set of docs that allows everything to get wrapped up quickly and cleanly.

If we have a deal, I'll spend the money to have the name changed. Else, I'll just close it. There's no problem with having that language stay in the agreement. We have no intention nor desire to retain the Mosler brand name., and understand completely that Warren wouldn't want his name used if he isn't running the company. No issues whatsoever.

I have work and meetings all day today and tonight, and can't write anything. Can you 'fluff' the docs to make them an easily digestible thing for the investors?

1) Acknowledgement/Agreement regarding the car outside of the Stock Sale Agreement stating that the 2012 vehicle doesn't have California emissions and that Mosler corporate policy requires that

the car be converted back to a 2009 car that has both EPA and California emissions certification.

2) Reciprocal Releases sans a NARROWLY bounded exception about the \$200,000 + taxes that the insurance agency may try to recoup on the 2004 model year MT900s that was out of warranty at the time of the fire and the vehicle had been just been worked on by a non-Mosler repair shop the day before. The exception being narrowly bounded dollar-wise and bracketed by the comments about the car's age and non-factory repair will certainly cure any fear that there is a huge monster lurking that might eat us.

3)

On Tue, May 1, 2012 at 10:28 PM, Alan Richard Simon <alanrsimon@gmail.com> wrote:

Hi:

I'm sorry you found my email confrontational but it seems there is a misunderstanding re: Vin#MSO , your warranty, and the Mosler Supercar name. These items need to be taken care of even if there ultimately is no deal and are not contingent on signing the stock sale agreement .

We have gone over the VIN#MSO issue numerous times and the correction must be made. If the change is made now, before the contract is signed, obviously it won't even be mentioned in the contract nor will a "Be Aware" posting be necessary. Time is of the essence re: posting the notice so this item needs to be taken care of very soon.

Your MT has no warranty per the Bill of Sale and by virtue of the modifications you had done to the car. Additionally, MACC won't reimburse you for work/repairs you had performed on your MT. The acknowledgement can be in a separate document so it won't be an issue for your investors. You can sign the Acknowledgement contemporaneously with the Stock Sales Agreement. To respond to your "what if point" , your purchase price would have been higher with a warranty and, in any case, your modifications would have voided the warranty. A Vehicle Modification won't be necessary as an Acknowledgement will take care of this item.

It is questionable whether you were authorized to name your company "Mosler Supercars". Changing the name of your company to remove "Mosler" needs to be done even if the Stock Sales Agreement doesn't get signed. Again, as soon as you change the name as you promised, it won't be

necessary to mention it in the Stock Sales Agreement.

FYI, the insurance proceeds from the loss of my MT were \$200,000 plus tax so I doubt that they could claim more than that. Please note, I'm not giving you legal advice so I suggest you get your attorney's opinion. I have photos of the damage which I will share if you wish showing the extent of the damage and you can see why it is extremely unlikely anyone can prove what started the fire.

Thanks

Alan Simon

Sent from my iPad

On May 1, 2012, at 8:10 PM, James Todd Wagner <j.todd.wagner@gmail.com> wrote:

Hi Sylvia,

Attached is draft of a straightforward vehicle modification agreement that is innocuous and won't disrupt the goal of getting Warren his \$650,000.

The doc indicates that Mosler Supercars doesn't get the deal unless the Modification Agreement is signed. Once the Stock Sale Agreement is updated, SEI/Mosler Supercars, Inc. can sign both agreements first and send to Warren for signature.

I hope we can make this happen for everyone.

On Tue, May 1, 2012 at 7:25 PM, James Todd Wagner <j.todd.wagner@gmail.com> wrote:



Being constructive, not confrontational, part of our collective issues is we're not understanding each other on numerous topics. I didn't 'change my mind' about allowing MACC to change the VIN. At one point I was asked to pay shipping, and I negotiated with Warren about leaving it alone. Also, if you look at any (if there is any) Bill of Sale on the originally 2009 car I'm sure it doesn't exclude the warranty.

It's not mind-changing, just discussing the relevant facts surrounding the issue.

The car can be picked up after the 7th of May in Los Angeles at 2605 La Cienega Blvd. Los Angeles.

I will look this over tonight.

I didn't change the corp name, yet, because I had no idea if we would ever come to agreement.

I am certain that I can get the \$650,000 into Warren's hands. If making that happen is important, I humbly ask that you make it easy for me to make it happen. There are 2 requests:

1) The deal about SEI's car be a separate document that is executed on the same day as the Stock Sale Agreement, and the Stock Sale Agreement. When the investors arrive, feel 100% free to express your opinions about this aspect of the deal. I have already fully disclosed it. It just doesn't belong inside of the company sale paperwork. Please.

2) The releases be 100% reciprocal with the exception of what's going on with Alan's car.

I've informed my investors about the fire issue. They, of course, aren't pleased. Their lawyers will be reviewing this agreement, and this is the 'big red flag'.

What I'm asking is this: 'Bracket' the big red flag with some language that explains what happened and that the cause of the fire was unknown, and that no one was hurt, etc. Please take some care in putting in some explicit wording about exactly what you wish to exempt: i.e. payment made to you for the car itself. Make very clear that you, personally, will not bring suit for some sort of emotional turmoil, etc. This may make more sense in a separate document as

with #1.

Put on the hat of the lawyer on the other side. The spirit of what I'm saying is simply this: make it easy for Warren to get his \$650,000.

A potential \$2million lawsuit, will kill the deal. A 10% chance of getting a lawsuit over \$190,000 payout isn't a big problem.

Feel free to call me at 203.668.3904 to discuss live.

Also in the spirit of making it easy for Warren to get his \$650,000; please don't post anything on the website that could be mis-understood. Again, you are 100% free to disclose whatever you wish to the investors in person.

James Todd Wagner

President

Supercar Engineering, Inc.

On Tue, May 1, 2012 at 5:21 PM, Alan Richard Simon <alanrsimon@gmail.com> wrote:

Hi:

FYI, Warren has put Sylvia, with my assistance, in charge of the proposed sale from MACC's side, and I completely agree with Sylvia's 5/1 email below.

While we appreciate your reminders that you want everything to be simple and what you think is fair, please remember that you are being given a tremendous opportunity to obtain a contact ,without paying any up front consideration ,which gives you an exclusive right to buy MACC for 60 days, while you look for investors. Clearly you are risking nothing and your only investment is your time. Also for clarification, I draw your attention to Section 9.4 which provides that the signed agreement will be final and supersedes all prior agreements. Accordingly, it's logical that

you need to sign and return the attached Stock Sale Agreement if you are concerned that MACC will change its position in the future if there is no signed contract in place. Also, until there is a signed contract, as you know, MACC is free to entertain additional offers. FYI, the only changes to the 4/14 contract are in Sections 5.5 and 5.6, leaving out Jacob, Sada and Jill.

As Sylvia reminded you, Jill's employment with MACC ended on 12/31/2011 and she should **not** receive any correspondence concerning MACC or any stock sale.

To respond to your email:

We've gone back-and-forth numerous times on the same issues and it is unlikely MACC's position will change without payment of a substantial forfeitable deposit.

RE: warranty- simply, your warranty has been voided, you are responsible for all repairs for work you had done and the Vin#/MSO correction have no effect on the warranty. As stated before, if you buy MACC, it will be your decision whether to reinstate the warranty or reimburse yourself for repairs.

RE: Possible fire claim- No, I will not give your correspondence with my carrier as I fear that if you contact them, they may decide to reopen their file and pursue a claim against MACC. I feel it's in MACC's best interest to "let sleeping dogs lie".

RE: Mosler Super Cars- On 4/19/12 you agreed to change the name on the following Monday (4/21/12). I just checked the FL Sec of State website and no change was made.

RE: Vin#/MSO- This issue has been fully discussed. You had agreed to the change several times, but have repeatedly changed your mind. Accordingly, in an abundance of caution, it is MACC's intention to place an appropriate notice on its website alerting all of the error and advising them to check the Vin# on the vehicle and the MSO carefully before purchasing it or attempting to register it. Once more, please contact Sylvia to make arrangements to correct the Vin# and MSO.

Alan R. Simon

(561) 427-4041

---

**From:** James Todd Wagner [mailto:j.todd.wagner@gmail.com]  
**Sent:** Tuesday, May 01, 2012 11:17 AM  
**To:** Sylvia Klaker  
**Cc:** Warren Mosler; Alan Richard Simon; Jacob Mosler; klr@reaganlawoffices.com

**Subject:** Re: Car & deal discussion

It was a negotiated point exchanged for \$150,000 in value. Is the \$150,000 in value then being returned into the deal?

I have no problem whatsoever with having the current MSO exchanged for one that does not state that the vehicle has California emissions. That inclusion was an honest mistake.

I signed away the warranty on the 2012 car only. If you want to undo this into a 2009 model, then undo the exclusion of the warranty.....just like it is for EVERY customer in the past with a modified engine.

All agreements have two side: 1) What is given and 2) what is taken.

It's not fair to negotiate a give and take 'set', then subsequently decide not to give, but still take.

Simply fairness. That's it. No where in the document writing/review stream have I asked for something that wasn't agreed to.

On Tue, May 1, 2012 at 8:31 AM, Sylvia Klaker <sklaker@moslerauto.com> wrote:

That email is a month old and it's been explained to you before. It was sent to Alan for his review. It's his job to issue sound legal advice which he did and it's fair to all involved. You're



aware that the mso states the vehicle is a 2012 and has passed CA emissions which is *not true*. When we make the correction the mso will state the vehicle is a 2009 and has passed CA emissions because that's the way we sold SEI the car. The fact that you added twin turbos which won't allow the car to pass emissions is not our concern. The change needs to be made and you've understood that for some time now. The warranty issue has also been discussed and we all understand that you agreed and signed it yourself. You paid the \$1845 and \$190 invoices because you should, you weren't doing MACC any favors.

Also, I haven't copied Jill on this email because her employment with MACC ended December 31, 2011.

Sylvia Klaker  
HR Director/Office Mgr  
Mosler Auto Care Center  
561-842-2492

---

**From:** James Todd Wagner [mailto:j.todd.wagner@gmail.com]  
**Sent:** Monday, April 30, 2012 10:09 PM  
**To:** Alan Richard Simon; Warren Mosler; jacob mosler; klr@reaganlawoffices.com; Sylvia Klaker; Jill Wagner  
**Subject:** Fwd: Car & deal discussion

Hi Alan,

Below is where Warren agreed to leave SEI's car as 2012 with no warranty and full disclosure to the buyer that the car doesn't have CARB and therefore can't be titled in California nor other states requiring CARB. This was agreed to by Warren in exchange for his keeping \$150,000 worth of Consulier/Intruder/Raptor cars. This element has been added into the Stock Sale Agreement. In other words, I'm holding up SEI's end of the deal.

I'm open minded to discussing this stuff, but be reasonable. This was part of the deal 'flow' and negotiation that went on.

The only doc I signed regarding waiving warranty was on the 2012 car. In every single case,

when a Mosler owner changes the engine the remainder of the car's warranty is honored.

If you can put together a 'package' where the insurance company states that the issue with your burned car is closed, that will be fine for sorting out that part.

It's late here. I'll look into redoing the Modification Agreement tomorrow. Can you in the mean time write something to make everyone feel comfortable regarding the burned car? This can then be in the due diligence package for the purchase.

It's just about fairness and adhering to the agreements that have been made in email. Please do research the warranty issue on the SEI car initial purchase. The warranty was explicitly to be kept in-tact excepting the drivetrain.

As a gesture of good faith, I can 'eat' the \$1845 alternator replacement and the \$190 battery replacement.

James Todd Wagner

President

Supercar Engineering, Inc.

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

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

Date: Thu, Mar 29, 2012 at 6:12 PM

Subject: Re: Car & deal discussion

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

seems ok to me.

On Thu, Mar 29, 2012 at 3:10 PM, James Todd Wagner <j.todd.wagner@gmail.com> wrote:

Hi Warren,

I'm just writing this to you because its simply a discussion; person to person between two people who used to be good friends.

I hope you can see that I'm being quite pliable in everything.

Getting the company sold is something we both want.

Regarding SEI's car, I don't want it messed with. 'Behind' the sale doc are emails saying that everything except the engine is still covered (ask Jill if you wish). In any case, I'm willing aftermarket modify it to void the warranty and sign away 100% any right to warranty and agree not to sell it in California. There's zero liability to you. The ESC rule clearly applies to cars BUILT after Sept. 1, 2011. The bill of sale is dated Aug. 25, 2011.

Yes the car was a special price, but a new car was sold in UK with a LS6 for \$14,000 less just before mine. Otherwise it was the same. When I first came onboard you promised me a car in email, but I never pushed it because I thought it was 'too much'. Alan had no problem pushing for his promised car.

In any case, I don't want my car messed with. If you really want to change it, I'm willing to accept having it changed at the factory as offered, but it should get a everything sans engine warranty in that case, and it certainly isn't fair to make me pay. The windshield in the car is the last good one. We've had windshields crack when done outside on a few occasions. I don't want to risk it.

I'm not being unreasonable.

Regarding the buyout, first something funny: I had the EXACT same thought on the \$3000/week after the 7 days. Same \$ and same #days. I didn't mention it, but in any case I'm OK on that. It has a 'ring' of fairness to it.

Regarding the Consuliers/Intruder/Raptors; we had a clear agreement. The value of those cars is probably \$150,000. It is possible those assets were removed by mistake?

In any case, I want to move forward in a cooperative and fair way. Can you agree to this 'set' of items as a 'package'. By package, I mean both parts happen together.

1) Leave my car as-delivered, and SEI will sign full release from Warranty and a promise to not sell the car in a state requiring CARB and promise to have on the final bill of sale that the car has been modified and therefore has no Warranty. If we agree to all this, I'll get the upgrade done next week.

2) I accept the elimination of the Consulier/Intruder/RaptorGTR assets. The Purchase Agreement is good for the full 60 days, after which you can cancel it. It makes no sense for me to spend resources on a deal that can be snatched out at the last second. All I'm asking is to make it easy for me to achieve what you and I both want.

Thoughts?

Todd

--

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://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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Cheers,  
James Todd Wagner  
  
President  
  
Supercar Engineering, Inc.

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Cheers,  
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Supercar Engineering, Inc.

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<Vehicle Modification Agreement 5 1 2012.doc>

--  
  
Cheers,  
James Todd Wagner  
  
President  
  
Supercar Engineering, Inc.

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---

**James Todd Wagner** <j.todd.wagner@gmail.com>  
To: Alan Richard Simon <alanrsimon@gmail.com>  
Cc: klr@reaganlawoffices.com, Sylvia Klaker <sklaker@moslerauto.com>

Wed, May 2, 2012 at 4:31 PM

Thanks Alan. This certainly puts me at ease.  
[Quoted text hidden]

---

**James Todd Wagner** <j.todd.wagner@gmail.com>  
Draft To: Abby Cubey <aby\_cube@yahoo.com>

Wed, May 2, 2012 at 4:33 PM

----- Forwarded message -----  
From: **Alan Richard Simon** <alanrsimon@gmail.com>  
Date: Wed, May 2, 2012 at 2:11 PM  
Subject: RE: Car & deal discussion- Fire damage to my MT  
To: James Todd Wagner <j.todd.wagner@gmail.com>  
[Quoted text hidden]  
[Quoted text hidden]

Plaintiff's Exhibit #017 omitted for brevity

Plaintiff's Exhibit #018 follows

Sylvia Klaker <sklaker@moslerauto.com>

8/14/2012 1:54 PM

FW: [FWD: BR CubeyGTR and Abby Cubey Feel my Fire joint release]

To Jill Wagner <jillwagner302@comcast.net>

---

Yes, I have it!

Sylvia Klaker  
HR Director/Office Mgr  
Mosler Auto Care Center  
561-842-2492

---

**From:** [steve.rosen@billionairesrow.com](mailto:steve.rosen@billionairesrow.com) [mailto:[steve.rosen@billionairesrow.com](mailto:steve.rosen@billionairesrow.com)]

**Sent:** Wednesday, October 26, 2011 2:22 PM

**To:** [jill@moslerauto.com](mailto:jill@moslerauto.com)

**Cc:** [sklaker@moslerauto.com](mailto:sklaker@moslerauto.com)

**Subject:** [FWD: BR CubeyGTR and Abby Cubey Feel my Fire joint release]

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

From: **Todd Wagner** <[twagner@moslerauto.com](mailto:twagner@moslerauto.com)>

Date: Wed, Oct 12, 2011 at 12:55 AM

Subject: Re: BR CubeyGTR and Abby Cubey Feel my Fire joint release

To: William Benson <[benson.william@gmail.com](mailto:benson.william@gmail.com)>

Ahhh...that explains it. The executed from my end copy is attached.

Cheers,  
Todd

-----Original Message-----

From: William Benson <[benson.william@gmail.com](mailto:benson.william@gmail.com)>

To: Todd Wagner <[twagner@moslerauto.com](mailto:twagner@moslerauto.com)>

Date: Tue, 11 Oct 2011 20:50:24 -0400

Subject: Re: BR CubeyGTR and Abby Cubey Feel my Fire joint release

> i never got anything from u to sign resend it lol

>

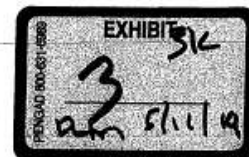
> On Tue, Oct 11, 2011 at 8:24 PM, Todd Wagner <[twagner@moslerauto.com](mailto:twagner@moslerauto.com)>

> wrote:

>

> > Hi William,

> >



Wagner Trial ID 002780

> > Some concepts for the press release:  
> >  
> > 1) Abby Cubey & the BR CubeyGTR will be on the season finale of The  
> Car  
> > Show on Fox, Fuel & Speed Channel Oct 19th at 10pm.  
> >  
> > This adds additional credibility to the release - the fact that the  
> artist  
> > and artwork will be on national TV on the day of the car's and  
> video's  
> > release in NYC.  
> >  
> > \*\*Please send back the signed Agreement, so we can wrap that up.  
> >  
> > Abby is putting the BR logo into the music video tonight.  
> >  
> > Cheers,  
> > Todd  
> >  
> > -----Original Message-----  
> > From: "Todd Wagner" <[twagner@moslerauto.com](mailto:twagner@moslerauto.com)>  
> > To: "Todd Wagner" <[twagner@moslerauto.com](mailto:twagner@moslerauto.com)>, [mahvrick@mahvrick.com](mailto:mahvrick@mahvrick.com),  
> > "William Benson" <[william.benson@billionairesrow.com](mailto:william.benson@billionairesrow.com)>,  
> > [aby\\_cube@yahoo.com](mailto:aby_cube@yahoo.com)  
> > Date: Tue, 11 Oct 2011 16:35:07 -0400  
> > Subject: BR CubeyGTR and Abby Cubey Feel my Fire joint release  
> >  
> > > Hi William,  
> > >  
> > > Please send Abby and myself the edits to the press release I  
> > circulated  
> > > yesterday. We need to get everyone's buy-in on the release. A key  
> > > element of the release needs to be that this is the first time a  
> > new  
> > > hyperexotic has first been released via an extreme music video.  
> > >  
> > > The music video has the BR logo in it already.  
> > >  
> > > The press release will go out tomorrow morning, and at the same  
> > moment  
> > > the  
> > > video will go onto youtube; and it also needs to be sent directly  
> > to  
> > > the  
> > > various outlets. [USAToday.com](http://USAToday.com) carried an article about the  
> > possible  
> > > release of the Raptor about 3 months ago. I'm sure they would be  
> > > interested in carrying the video.

---

> > >

> > > This is our ONE big shot, we need to go balls-out.  
> > >  
> > > Todd  
> > >  
> > > -----Original Message-----  
> > > From: "Todd Wagner" <[twagner@moslerauto.com](mailto:twagner@moslerauto.com)>  
> > > To: "Todd Wagner" <[twagner@moslerauto.com](mailto:twagner@moslerauto.com)>, [mahvrick@mahvrick.com](mailto:mahvrick@mahvrick.com),  
> > > "William Benson" <[william.benson@billionairesrow.com](mailto:william.benson@billionairesrow.com)>,  
> > > [aby\\_cube@yahoo.com](mailto:aby_cube@yahoo.com)  
> > > Date: Mon, 10 Oct 2011 22:09:37 -0400  
> > > Subject: BR Hyperexotic business plan  
> > >  
> > > > Hi Abby, William & Richard,  
> > > >  
> > > > Attached is the confidential business plan as discussed. Please  
> > > > handle  
> > > > this  
> > > > business plan with the fiduciary duty implied in our proposed  
> > > > partnership.  
> > > >  
> > > > And of course, go for it!!! Greatness awaits!  
> > > >  
> > > > Cheers,  
> > > > J. Todd Wagner  
> > > > Director of Engineering & Sales  
> > > > Mosler Supercars  
> > > >  
> > >  
> >  
> >  
> >  
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> --  
> William Benson  
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William Benson

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• BR Automotive - Supecar Engineering Agreement.pdf (3 MB)



## LIMITED EXCLUSIVE MARKETING AGREEMENT

11 Oct 2011

This LIMITED EXCLUSIVE MARKETING AGREEMENT ("Agreement") is made and entered into this 11<sup>th</sup> day of October, 2011, by and among BR Automotive ("BR"), a Nevada Company and subsidiary of Billionaires Row, on the one hand, and Supercar Engineering, Inc. ("SEI"), a Florida Company on the other. BR and SEI are referred to collectively as the "Parties".

### PREAMBLE

WHEREAS, SEI agrees to grant BR access to twelve (12) 2012 RaptorGTR supercars for the purpose of resale. RaptorGTR is the governmentally-listed name of the vehicle. For the purposes of this Limited Exclusive Marketing Agreement, the 12 vehicles will be rebranded BR CubeyGTR ("Vehicle").

WHEREAS SEI is a designated distributor for Mosler Automotive ("Mosler"), and has invested a great deal of time, effort and expertise in establishing the Mosler brand and designing and certifying the RaptorGTR automobile.

WHEREAS J. Todd Wagner ("Wagner"), owner of SEI, is working towards the purchase of Mosler, and has submitted a \$100,000 deposit with Mosler in conjunction with an executed Asset Purchase Agreement for Mosler assets and intellectual property.

WHEREAS SEI is the owner of RaptorGTR #001 ("#001"), and SEI agrees to rebrand its RaptorGTR as a BR CubeyGTR for the purposes of this Agreement.

WHEREAS Abby Cubey ("Cubey") is a marketing partner on the RaptorGTR and the proposed BR CubeyGTR.

BR Automotive & Supercar Engineering Limited Exclusive Marketing Agreement 1

2391 OLD DIXIE HIGHWAY • RIVIERA BEACH, FL 33404  
561-842-2492 • FAX-561-845-3237

# MOSLER

A U T O M O T I V E

NOW, THEREFORE, in consideration of the respective covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. BR will present the BR CubeyGTR in various prestigious venues for the purpose of enhancing the Mosler, BR, and Cubey brands.
2. SEI will make #001 available for press events around the world for a period of seven (7) weeks from the date of this agreement, provided that BR pays for all transportation, storage and insurance costs associated with the Vehicle. The time wherein #001 is available for BR's marketing activities may be extended by mutual agreement.
3. SEI and Mosler will provide up to twelve (12) Vehicles featuring federally-certified 838hp twinturbo powerplants to BR for resale. The process for BR to acquire and pay for Vehicles is as follows:
  - a. Submission of a one hundred fifty thousand US Dollars (\$150,000) non-refundable deposit upon submission order of a Vehicle.
  - b. Submission of an additional two hundred thousand US Dollars (\$200,000) upon completion of the Vehicle prior to delivery.
  - c. Within ten (10) days of the sale of the Vehicle to the end-user, BR will submit to SEI the greater of one hundred twenty-five thousand US Dollars (\$125,000) and 50% of the Profit on the Vehicle. Profit on the Vehicle is defined as the Sales Price paid by end-user minus three hundred fifty thousand US Dollars (\$350,000) minus the cost of gifts given to the owner upon purchase of their BR CubeyGTR. Gifts contemplated under this Agreement are diamond cufflinks in the BR logo design and a custom-tailored Italian suit by either Ticanti or B Oyama. As the cost of these gifts has a direct impact on SEI's 50% of the Profit on the Vehicle, SEI must agree to the cost of the gifts and the gifts themselves.
4. SEI will provide Vehicles with the following special features exclusive to the BR CubeyGTR version of the RaptorGTR. By exclusive, this Agreement means that the 1212hp upgrade will ONLY be available through BR Automotive.
  - a. Special interior treatments designed by BR or its designee. BR will pay any costs in excess of ten thousand US Dollars (\$10,000) associated with the exclusive interior treatment on each Vehicle.
  - b. Special BR badging provided by BR.

BR Automotive & Supercar Engineering Limited Exclusive Marketing Agreement 2

2391 OLD DIXIE HIGHWAY • RIVIERA BEACH, FL 33404  
561-842-2492 • FAX-561-845-3237



# MOSLER

A U T O M O T I V E

- c. Exclusive BR powerplant upgrade option: After each new owner completes a 3-day racing course with their Vehicle, paid for by BR; the owner will have the option of sending their BR CubeyGTR back to the factory for a post-training engine upgrade to 1212hp for \$32,000. NOTE: If owners opt for the 1212hp upgrade, the full \$32,000 upgrade price must be paid to SEI. The upgrade's actual cost is \$30,000. If owners opt for this engine upgrade, the powertrain portion of their warrantee is voided.
5. BR agrees to market the Vehicle at a price of \$770,000 to account for the extensive interior upgrades, and the expensive engine upgrade option, which is basically being offered at cost.
  6. SEI agrees to diligently place the name BR Automotive and Billionaires Row into current and future press releases. SEI will design the press releases to emphasized BR Automotive at least as much as the name of the company, Mosler Automotive. Furthermore, SEI will not put its own name into press releases. The overall goal of this section is to commit to promoting the Billionaires Row brand as much as possible.
  7. BR agrees to diligently promote the BR CubeyGTR product including attracting celebrities to pose with the Vehicle and drive the Vehicle to prestigious events.
  8. BR agrees to assist SEI in finding corporate sponsors for the Vehicle. BR will receive a commission of 20% on all sponsorship money that BR brings to the Vehicle. The 20% commission will be paid by SEI to BR within 10 days of SEI receiving individual sponsorship payments.
  9. In accordance with the marketing agreement between Cubey and Wagner, Abby Cubey's song Feel my Fire must be presented wherever the Vehicle is being presented. Furthermore, when the BR CubeyGTR is presented in television or video or phone format, Abby Cubey's music video for Feel my Fire must be presented with the Vehicle.
  10. BR will assist Wagner in the pursuit of capital to complete its buyout of Mosler. This Agreement will survive Wagner's buyout of Mosler.

BR Automotive & Supercar Engineering Limited Exclusive Marketing Agreement 3

2391 OLD DIXIE HIGHWAY • RIVIERA BEACH, FL 33404  
561-842-2492 • FAX-561-845-3237

# MOSLER

A U T O M O T I V E

11. If via BR's direct contacts and assistance in the pursuit of capital, Wagner receives investment capital of at least \$1,500,000USD and Wagner is able to complete the buyout of Mosler, the line items in this Section 11 will be added to this Agreement. Wagner Exotic ("WEX") will be the name of the holding company for the Mosler assets.
- a. WEX will repay BR for all costs associated with the Oct 19<sup>th</sup> launch of the BR CubeyGTR including all of the costs associated with Section 2 of this agreement. Additionally, WEX will pay BR a \$100,000 fee for managing the launch event.
  - b. This Agreement will cover an additional one hundred thirty eight (138) Vehicles featuring federally-certified 838hp twinturbo powerplants to BR for resale. The process for BR to acquire and pay for Vehicles is as follows:
    - i. Submission of a one hundred fifty thousand US Dollars (\$150,000) non-refundable deposit upon submission order of a Vehicle.
    - ii. Submission of an additional two hundred thousand US Dollars (\$200,000) upon completion of the Vehicle prior to delivery.
    - iii. Within ten (10) days of the sale of the Vehicle to the end-user, BR will submit to SEI the greater of one hundred twenty-five thousand US Dollars (\$75,000) and 50% of the Profit on the Vehicle. Profit on the Vehicle is defined as the Sales Price paid by end-user minus three hundred fifty thousand US Dollars (\$350,000) minus the cost of gifts given to the owner upon purchase of their BR CubeyGTR. Gifts contemplated under this Agreement are diamond cufflinks in the BR logo design and a custom-tailored Italian suit by either Ticanti or B Oyama. As the cost of these gifts has a direct impact on SEI's 50% of the Profit on the Vehicle, SEI must agree to the cost of the gifts and the gifts themselves.
    - iv. The 1212hp post-training engine upgrade will continue to be exclusive to BR Automotive through the life of this Agreement, which is a total of 150 Vehicles.

BR Automotive & Supercar Engineering Limited Exclusive Marketing Agreement 4

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# MOSLER

A U T O M O T I V E

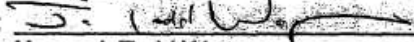
- v. Upon consummation of the buyout of Mosler by WEX, William Benson ("Benson") and Wagner shall each own an equivalent equity stake in WEX. For example, if the new investors own 50% for their \$2million investment; Benson shall own 25% and Wagner shall own 25%. Wagner shall be the CEO of WEX. Benson will sit on the board of WEX.

IN WITNESS WHEREOF, this LIMITED EXCLUSIVE MARKETING AGREEMENT has been executed by the Parties hereto as of the day and year first written above.

BR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

SEI:

By:  \_\_\_\_\_  
Name: J. Todd Wagner Date: 11 October 2011  
Title: President

BR Automotive & Supercar Engineering Limited Exclusive Marketing Agreement 5

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Plaintiff's Exhibit #019 follows



**From:** "Warren Mosler" <[warren.mosler@gmail.com](mailto:warren.mosler@gmail.com)>  
**To:** [mark@scorpionmotorsports.com](mailto:mark@scorpionmotorsports.com)  
**CC:** "Sylvia Klaker" <[sklaker@moslerauto.com](mailto:sklaker@moslerauto.com)>  
**Date:** 11/20/2012 1:52:19 PM  
**Subject:** Re: Factory Follow-up

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On Mon, Nov 19, 2012 at 6:14 PM, <[mark@scorpionmotorsports.com](mailto:mark@scorpionmotorsports.com)> wrote:  
Warren,

Before I begin, thank you for the opportunity to view the factory.

That being said, I have many follow-up questions and I will try to get them out in short order so you do not get too tired of hearing from me.

1) Please tell me who Supercar Engineering, Inc. is, and the full nature of their interaction with your company as well as any inconnection involving intellectual property, claims to intellectual property, ect...

No actual interconnection at this point in time and I'll sign a 'hold harmless' to protect you against any actions he might take.

A brief interview with him will assure you he's truly mentally disturbed as will a brief conversation with anyone who knows him. Unfortunately he 'snapped' a few years ago and is fundamentally irrational now.

Sylvia and I spoke about this a bit, and obviously there is much bad press between you and Todd Wagner -- especially surrounding the RaptorGTR, which, honestly I have great interest in producing. I apologize for starting here, but this is the big issue on hand, as I do not want to purchase, invest millions, and get sued. I would rather know now if there is any relevant claims and just buy them off. Please be specific.

As above. No legal ties that I know of.

2) Did Mosler purchase big ticket items such as engines, transmissions, and steering columns (the later from Subaru if I remember correctly) through direct agreements with vendors?

Sylvia would know that. We most often got 'dealer prices' by buying through Chevy dealers, and our buyer shopped and negotiated continuously for better prices.

If not how were they purchased, if so is there a written purchase agreement.

Sylvia will have that for you if there's anything there to know.



Additionally, the Corvette motor is about to have a generation change -- is there any existing relationship that would allow access to that motor and its EPA certification?

Not with GM, but using a certified motor makes the process doable.

3) Am I correct that the only vehicles in assembly states are the bare chassis (#101), the 50% done chassis in the middle room, and the two 70% completed vehicles in the front room, plus the race car?

I think so. Sylvia can confirm. Whatever is there goes with the sale. I don't want any of it.

Additionally, you requested a Photon be kept, are you referring to the 2002 certification Photon, the orange and black photon in the back, or the green photon in the front room?

The orange and black one in the shop, and the yellow one in the UK if that's still registered to the company. It's been away for a long time.

I don't know anything about the green one. Might be Mike Reger's car?

I feel I will need at least one completed vehicle to disassemble/reassemble since there does not appear to be much by way of documentation.

Ok, again, see what's there and let me know.

4) On that note, there seems to be many many changes over the years of MT900's. yes.

I saw crates of windshields that are "no longer accurate", not sure why. don't recall a change, but there could have been a minor one.

chassis bucks and body panels that never made production, interior changes, I have seen vehicles on-line with full roll-down side windows... I need to make sure that there is a master CAD file on the vehicle, and a build log of some sort.

Check with Sylvia and Dan. I have no idea, sorry, but it all should be there.

Additionally, does the company have any workstations, design software, or other items I should know about for continued engineering? Sylvia and Dan should know what we have.

5) Are there any outstanding liabilities to which you are aware? Obviously once purchased, I would want to have a clean slate with the operations. Yes. There's some kind of claim that's been floating around from Alan Simon's car that caught fire and burned. I'll hold you harmless against that, too, should it surface.

6) All road going vehicles in the USA certified after a certain date need to have stability control on board. I understand that you do not run the body control module. My assumption was that if the 2012 RaptorGTR was legal, that the recertification may have pre-dated this legislation.

That's a Todd thing. The one car was a 2009.

I need to ask since the factory seems to claim its a fraudulent certification, meaning that if I recertify now that I will need to develop ESP, ABS and other systems before being able to sell.  
Don't know, sorry.

Best,  
Warren

I am sure that I have other questions, but these are the major ones. Please help me to understand the issues above as soon as possible, specifically #1. I understand that you have had major issues with Todd, but I need blunt, objective honesty here.

I appreciate your time and that you opened the doors to the factory for me. Under the drama there is a fantastic vehicle that is very sell-able. I hope that I can pick up where you left off and progress the company to where I am sure you wish it wound up under your watch.

Best,  
-Mark  
[305-613-3161](tel:305-613-3161)

-

Warren B. Mosler  
Senior Economic Advisor to  
the President of the USVI Senate

[www.moslerforcongress2012.com](http://www.moslerforcongress2012.com)

[www.moslereconomics.com](http://www.moslereconomics.com)  
<http://twitter.com/wbmosler>

facebook: Warren Mosler

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.

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

Office phone: 340 692 7710 (fax 7715)

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Plaintiff's Exhibit #020 follows

