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# **CLS TRUST – VEHICLE ACQUISITION**

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**Nissan of Elk Grove - July 2, 2025**

## CLS TRUST – VEHICLE ACQUISITION

Authorized Agent: C. Lynne Swanson

SPC: CLS TRUST SPH: Courtney Michael Trust

Trust Address: [REDACTED], Sacramento, California [95[REDACTED]]

Date: July 2, 2025

TO: General Manager, Nissan of Elk Grove

8590 Laguna Grove Dr, Elk Grove, CA 95757

Dear Sir or Madam,

Please find enclosed the CLS TRUST Vehicle Acquisition Package for the proposed purchase of a 2025 Nissan Rogue SL, listed at \$57,945.65. This lawful commercial tender is made in the form of a fully executed Private Note, offered as a negotiable credit instrument under the Uniform Commercial Code and tendered in good faith.

The enclosed Private Note CLS-2025-0702-VAN is backed by CLS TRUST and C.L. Swanson Private Bank, and is issued for the full purchase value of the vehicle named above.

### **Instructions to Dealer:**

- Execute a sales contract as if the transaction were a cash purchase.
- Submit the executed sales contract along with the enclosed Private Note and package to your regular third-party lender(s) or intermediary.
- Upon acceptance and settlement of the instrument, proceed with vehicle release, assignment of MCO (Manufacturer's Certificate of Origin), and delivery to the Authorized Agent.

### **Dealer Incentive:**

A fee equal to 2% of the total instrument value\*\* is available to the dealership upon successful facilitation and funding of this transaction.

Additionally, sales staff assigned to this transaction are eligible for a \$500 incentive payable upon closing.

This offer is lawful, valid, and enforceable. Any refusal must be made in writing and supported by lawful reason. Refusal to process without cause may result in a claim upon your surety and performance bond for breach of lawful tender.

Thank you for your prompt attention to this matter. Please contact me directly should any clarification be required.

Sincerely,

C. Lynne Swanson, Authorized Agent For CLS TRUST

[SwansonTrustAuthAgent@gmail.com](mailto:SwansonTrustAuthAgent@gmail.com) [REDACTED] Business

## CLS TRUST – VEHICLE ACQUISITION

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## CLS TRUST – VEHICLE ACQUISITION

### 1. Negotiable Instrument – Private Credit Note

Issuer: C. L. Swanson Private Bank E & T (Authorized Individual Banker)

Date of Issue: July 2, 2025

Place of Issue: Sacramento, California Republic

Note Number: CLS-2025-0702-VAN

FOR VALUE RECEIVED, the undersigned, on behalf of C. L. Swanson Private Bank E & T, irrevocably promises to pay to the order of Nissan of Elk Grove the principal sum of Fifty-Nine Thousand Six Hundred Four Dollars and 56/100 (\$59,604.56) in lawful money of the United States, payable on demand.

This instrument is issued in full satisfaction of lawful commercial obligations and constitutes a negotiable instrument under the laws governing commercial paper, as preserved by the original Acts of Congress and the Statutes at Large.

This note is freely assignable, negotiable, and payable via:

- Direct commercial deposit
- Assignment to a third-party financial institution
- Internal credit fulfillment through transfer

Includes:

- 2% Facilitation Fee to Dealership (\$1,158.91)
- \$500 Sales Incentive (Herbie McQuay)
- Total: \$59,604.56

Authorized Signatory:

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C. Lynne Swanson, Authorized Agent for CLS TRUST

Private Banker EIN: 3[REDACTED]456

Date: July 2, 2025

## CLS TRUST – VEHICLE ACQUISITION

### 2. NOTICE OF COMMERCIAL PRESENTMENT

Date of Presentment: July 2, 2025

To: Nissan of Elk Grove

Attn: Sales Manager / Finance Department

Re: Presentment of Negotiable Instrument CLS-2025-0702-VAN for Full Commercial Discharge

Pursuant to lawful commercial procedure and under authority reserved by C. L. Swanson Private Bank E & T and CLS TRUST, this is formal Notice of Presentment for the lawful discharge and settlement of all financial obligations associated with the vehicle identified as:

Make/Model: 2025 Nissan Rogue SL

VIN: JN8BT3DD7SW301366

Amount: \$57,945.65 USD

The negotiable instrument tendered herewith—Private Credit Note CLS-2025-0702-VAN—constitutes full and final commercial discharge and lawful payment under applicable principles of negotiable instruments, Uniform Commercial Code Articles 3 and 8, and the Statutes at Large.

This instrument is: - Freely negotiable, assignable, or depositable in a commercial banking facility; - Lawful tender enforceable upon delivery; - Issued by an authorized fiduciary of C. L. Swanson Private Bank Trust E & T with full trust collateral support; - Backed by CLS TRUST as secured party and lawful title holder.

INSTRUCTIONS: You are hereby required to process this negotiable instrument as payment in full, assignable or depositable at your discretion. All incentives, facilitation bonuses, and performance conditions are included in the stated amount.

Failure to lawfully process without certified cause shall be treated as dishonor and breach of commercial contract, triggering remedy procedures under UCC protocols and original Statutes.

Respectfully tendered and presented this day under full authority,

By: \_\_\_\_\_

C. Lynne Swanson

Authorized Fiduciary and Private Banker

C. L. Swanson Private Bank E & T / CLS TRUST

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## CLS TRUST – VEHICLE ACQUISITION

### 3. AFFIDAVIT OF TENDER AND COMMERCIAL DISCHARGE

Affiant: C. Lynne Swanson

Capacity: Authorized Fiduciary / Private Banker

Entity: C. L. Swanson Private Bank E & T / CLS TRUST

Address: [REDACTED], Sacramento, California 95 [REDACTED]

Date: July 2, 2025

**I, C. Lynne Swanson**, being of sound mind and lawful capacity, do hereby affirm under the penalty of perjury under the laws of the California Republic and the United States of America, that:

**On this date**, I did tender to Nissan of Elk Grove the following negotiable instrument:

**Private Credit Note No.: CLS-2025-0702-VAN**, in the amount: **\$59,604.56 USD**

**Purpose:** Lawful commercial discharge of all financial obligation for the acquisition of a 2025 Nissan Rogue SL, VIN# JN8BT3DD7SW301366.

- **Said instrument** was issued by me in my capacity as Authorized Banker and Fiduciary of C. L. Swanson Private Bank E & T, with trust-backed full authority and commercial capacity.
- **Said instrument** constitutes full and lawful payment under the laws governing negotiable instruments, and may be lawfully deposited, assigned, or transferred without restriction.
- **No additional** obligation is due or required from the Affiant, the trust, or any associated party, as the tendered note fully satisfies all commercial consideration and obligations related to the said vehicle.

**The dealership** is hereby lawfully noticed and instructed to process the instrument through standard commercial banking means, including deposit or assignment.

**Any refusal** or failure to lawfully process the instrument may be construed as bad faith, commercial dishonor, and breach of fiduciary and public trust

**Executed** this July 2, 2025 under full liability and lawful authority.

By: \_\_\_\_\_

C. Lynne Swanson, Authorized Fiduciary

CLS TRUST / C. L. Swanson Private Bank E & T

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## CLS TRUST – VEHICLE ACQUISITION

### 4. REQUEST FOR MANUFACTURER’S CERTIFICATE OF ORIGIN (MCO)

Date: July 2, 2025

To: Nissan of Elk Grove Attn: Sales Manager / Title Department

Re: Demand for Release of Manufacturer’s Certificate of Origin (MCO) for Lawfully Acquired Vehicle

This is a formal, lawful request for immediate release and delivery of the Manufacturer’s Certificate of Origin (MCO) for the following vehicle:

Make/Model: 2025 Nissan Rogue SL VIN: JN8B[REDACTED]01366

Purchase Price: \$57, 945.65 USD

Date of Commercial Discharge: July 2, 2025

The undersigned, C. Lynne Swanson, is the Authorized Fiduciary and Private Banker acting on behalf of C. L. Swanson Private Bank E & T and CLS TRUST, who lawfully tendered full commercial payment via Private Credit Note CLS-2025-0702-VAN on the above-stated date.

Said instrument constituted full, final, and lawful commercial discharge of all obligations associated with the vehicle, and no valid claim of ownership or lien remains. Accordingly, the legal title and all rights, interests, and claims thereto now rest with:

Titleholder: CLS TRUST - Trust Address: [REDACTED], Sacramento, California 95[REDACTED]

As no retail buyer registration was requested, and no contractual obligation exists assigning the MCO to the California Department of Motor Vehicles or any third party, the MCO must be released directly to the acquiring trust.

Failure to deliver the MCO to the rightful holder may constitute:

Unlawful conversion of property,

Breach of trust,

Commercial interference,

Administrative obstruction, and

Potential civil and commercial liability.

Delivery Instructions:

Kindly remit the original MCO, along with any associated certificates of release or lien satisfaction, to the above trust address within seven (7) business days.

Respectfully,

By: \_\_\_\_\_

C. Lynne Swanson, Authorized Fiduciary – CLS TRUST / C. L. Swanson Private Bank E & T

## CLS TRUST – VEHICLE ACQUISITION

### 5. DEALERS INSTRUCTIONS

To: Nissan of Elk Grove

From: C. L. Swanson Private Bank E & T / CLS TRUST

Date: July 2, 2025

Re: Processing and Settlement Instructions for

Tendered Negotiable Instrument – CLS-2025-0702-VAN

#### **INSTRUMENT DETAILS:**

Type: Private Credit Note (Negotiable Instrument) Tendered Amount: \$59,604.56 USD

Vehicle: 2025 Nissan Rogue SL

VIN: JN8B [REDACTED] 01366

This instrument is a lawful negotiable instrument issued in satisfaction of the commercial consideration required for the above-referenced vehicle acquisition. It is not a loan application, financing agreement, or contingent offer. It is a commercial discharge instrument backed by trust-held equity and enforceable under applicable commercial laws.

#### **PROCESSING INSTRUCTIONS:**

You are instructed to process the tendered instrument using one of the following lawful and commercially standard procedures:

##### **1. DEPOSIT METHOD:**

- Endorse and deposit the note into your dealership's commercial business account.
- Bank will process the instrument as cash equivalent under existing commercial deposit protocols.
- Retain a copy of the deposit confirmation for your records.

##### **2. ASSIGNMENT METHOD:**

- Endorse and assign the note to one of your third-party commercial partners or institutional lenders.
- They may negotiate or discount the note in the secondary commercial instrument market.
- This is standard procedure for commercial paper under UCC Article 3.

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### 3. TRANSFER METHOD:

- Transfer the note to an affiliated holding entity or internal capital structure for internal credit fulfillment.
- This discharges the dealership's books and satisfies the outstanding vehicle purchase.

### KEY POINTS:

- This instrument is freely negotiable, transferable, and valid for commercial settlement.
- No additional funds or applications are required from the buyer.
- The vehicle is considered paid in full upon acceptance of the instrument.

The dealership is expected to release the MCO directly to CLS TRUST per separate instruction.

### IMPORTANT:

Refusal to process a lawful commercial instrument without certified lawful cause may result in a finding of dishonor and administrative default. Please direct questions to the authorized agent listed below.

### CONTACT:

C. Lynne Swanson, Authorized Fiduciary

CLS TRUST / C. L. Swanson Private Bank E & T

Address: [REDACTED], Sacramento, CA 95 [REDACTED]

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