The court incorporates by reference in this paragraph and adopts as the findings and orders of this court the document set forth below. This document was signed electronically at the time and date indicated, which may be materially different from its



Russ Kendig United States Bankruptcy Judge

Dated: 02:02 PM January 31, 2012

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF OHIO EASTERN DIVISION

IN RE:

RANDALL PARKE CRAVER AND KATHLEEN ANN CRAVER,

Debtors.

CHAPTER 13

CASE NO. 11-62129

JUDGE RUSS KENDIG

MEMORANDUM OF OPINION (NOT FOR PUBLICATION)

In this matter, the court is called upon to determine the chapter 7 liquidation value of this chapter 13 case. Toby L. Rosen, chapter 13 trustee ("Trustee"), objects to Debtors' plan, arguing Debtors' proposed liquidation value of \$4,000.00 is too low and therefore does not meet the requirement of 11 U.S.C. § 1325(a)(4).

The court has jurisdiction of this case under 28 U.S.C. § 1334 and the general order of reference entered in this district on July 16, 1984. In accordance with 28 U.S.C. § 1409, venue in this district and division is proper. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L).

This opinion is not intended for publication or citation. The availability of this opinion, in electronic or printed form, is not the result of a direct submission by the court.

FACTS

Debtors filed a joint chapter 13 petition on June 24, 2011. On August 29, 2011, they filed an amended plan which states that the chapter 7 value of the case is \$4,000.00.

Asset	<u>Mileage</u>	<u>Owner</u>	Value
1974 Volkswagen Beetle	53,000	W	\$1,500.00
2004 Jeep Liberty	119,000	W	\$6,765.00
1994 Honda del Sol	99,000	W	\$1,000.00
1995 Ford Ranger	110,000	W	\$1,400.00
1989 Chevy Cavalier	110,000	W	\$ 500.00
2007 Utility trailer	n/a	Η	\$ 500.00

On Schedule D, Debtors list the following assets, the heart of the parties' dispute:

Debtors claimed exemptions totaling \$4,600.00 in the Jeep Liberty and \$500.00 in the utility trailer. All of the assets are owned free and clear.

LAW AND ANALYSIS

For a plan to be confirmable, it must provide unsecured creditors with an amount equal to the amount which would be paid in a hypothetical chapter 7 liquidation. 11 U.S.C. § 1325(a)(4). This satisfies what is known as the "best interest of creditors" test. *See, e.g.*, <u>Hardy v. Cinco Fed. Credit Union (In re Hardy)</u>, 755 F.2d 75 (6th Cir. 1985). Paying anything less renders a plan unconfirmable. Debtor's bear the ultimate burden of proving the confirmation requirements of § 1325(a) are met. <u>Shaw v. Aurgroup Fin.</u> <u>Credit Union</u>, 552 F.3d 447 (6th Cir. 2009). To determine whether Debtors meet this burden, the court must start by estimating the amount that the unsecured creditors would receive under a hypothetical chapter 7 liquidation.

To calculate the liquidation value, the court must first decide the appropriate valuation to use for the vehicles. Neither party has presented any argument on this point. Debtors are using a variety of valuations from multiple sources. For example, for one vehicle, they rely on an appraisal from a local auctioneer. For another vehicle, they utilize the dealer retail from edmunds.com and for a third vehicle, they utilize a hybrid of Kelley Blue Book trade-in values and an edmunds.com dealer retail value. Trustee is more consistent in her approach, using an average of two NADA values: the clean retail/high retail and the average trade-in/low retail.

Liquidation value is typically equated with wholesale value. See, e.g., In re <u>Hoskins</u>, 102 F.3d 311 (7th Cir. 1996), overruled by <u>Assoc. Commercial Corp. v. Rash</u>, 520 U.S. 953 (1997). As Judge Posner identified in <u>Hoskins</u>, "the price obtained in a liquidation is usually wholesale rather than a retail price." <u>Hoskins</u>, 102 F.3d at 312. Other courts equate the wholesale value to the foreclosure or trade-in value.¹ See, e.g., <u>In</u> re Neal, 314 B.R. 198, 200 (Bankr. N.D. Iowa 2004) (citing multiple cases); <u>In re</u> <u>Bouzek</u>, 311 B.R. 239, 241 (Bankr. E.D. Wis. 2004). "The liquidation value is what a secured creditor would expect to recover on repossession and sale by auction or other wholesale means." <u>Neal</u>, 314 B.R. at 200. While <u>Rash</u> clearly overruled use of liquidation value in cramdown situations, and adopted replacement value, the court finds nothing in <u>Rash</u> to obviate use of the wholesale value in this context.

<u>Rash</u> involved the valuation of a secured claim in a cramdown scenario under 11

¹ From this point forward, the court will use "wholesale" as synonymous with "trade-in" value.

U.S.C. § 1325(a)(5), which required calculation of the secured claim pursuant to 11 U.S.C. § 506(a). That situation is not present here and therefore <u>Rash</u> does not squarely apply. *See also* <u>In re Delbrugge</u>, 347 B.R. 536, 539-40 (Bankr. N.D. W. Va. 2006) (finding "<u>Rash</u> is not applicable to the best interest of the creditors test of § 1325(a)(4)"); <u>In re Dick</u>, 2008 WL 294583, *2 (Bankr. D. Kan. 2008) (unpublished) (stating "the valuation standard employed in making this determination is what a chapter 7 trustee might get–liquidation, foreclosure, or forced sale value–as opposed to what a secured creditor might be entitled to recover under § 506(a) and <u>Rash</u>.") Under § 1325(a)(4), the court is directly instructed to consider a hypothetical chapter 7 liquidation.

While <u>Rash</u> adopted replacement value for cramdown purposes, it stopped short of adopting a particular benchmark, instead emphasizing that the facts of a given case drive a bankruptcy court's ultimate determination of the replacement value. "Whether replacement value is the equivalent of retail value, wholesale value, or some other value will depend on the type of debtor and the nature of the property." <u>FirstMerit</u> <u>N.A./Citizens Nat'l Bank v. Getz (In re Getz)</u>, 242 B.R. 916, 919 (B.A.P. 6th Cir. 2000) (citing <u>Rash</u>, 520 U.S. 965 n. 6). While replacement value may reflect a wholesale value, it may also reflect something different. What is clear from <u>Rash</u> is that the facts of the case are paramount.

Since a factual inquiry should drive adoption of a liquidation valuation standard, the court must look at the relevant circumstances of this case. In this court, the typical chapter 7 liquidation mechanism for vehicles is an auction. Thus, the appropriate valuation measure for these vehicles is one that approximates what a chapter 7 trustee would be likely to obtain for the vehicles if they were auctioned. Trustee's average of the dealer trade in and retail reflects the starting point for determining the *replacement* value of a vehicle. <u>FirstMerit N.A./Citizens Nat'l Bank v. Getz (In re Getz)</u>, 242 B.R. 916, 920 (B.A.P. 6th Cir. 2000). Since replacement value does not generally equal the liquidation value, the court rejects this approach. *Cf.* In re Gallup, 194 B.R. 851 (Bankr. W.D. Mo. 1996) (adopting replacement value as the chapter 7 liquidation value). The court concludes that the wholesale value of the vehicles, with any appropriate adjustments, generally reflects the chapter 7 liquidation value of the vehicles.

The court does not blindly accept the wholesale value for every conceivable \$1325(a)(4) analysis. Not all assets can be, or should be, auctioned. For example, in the <u>Dick</u> case, the court was confronted with a \$1325(a)(4) issue based on an inventory of helicopter parts. 2008 WL 294583. A local auctioneer testified that he would probably be able to auction the parts for \$3,500 to \$4,500, which was basically their scrap value. <u>Id</u>. An aircraft service mechanic testified that he could probably sell the parts, over the course of a year, for \$130,000 to \$156,000. <u>Id</u>. at $\ast2$. The court ultimately found that the preponderance of the evidence supported the lower figure:

The court accords weight and respect to [the aircraft service mechanic's] expertise, but concludes that he did not testify about a liquidation sale of the party similar to that which a chapter 7 trustee might perform. Nor did he consider the re-certification of these parts and that attendant cost.

<u>Id</u>. at *3. The chapter 7 liquidation value should consider the typical disposition of like assets by a chapter 7 trustee as well as the markets available for the assets.

Individual facts may also dictate use of an alternate valuation standard or adjustments to the wholesale. For example, the wholesale book value for an older vehicle may undervalue that vehicle if it has been maintained in mint condition. Basically, the wholesale value is a presumptive figure that may be rebutted. However, on these facts and in many cases, wholesale will reflect a hypothetical liquidation value.

Establishing the value of the asset is not the only step to determining the chapter 7 liquidation amount. Most courts also allow certain deductions from the asset's value, including chapter 7 administrative fees and expenses. *See* <u>Goldman & Assoc., P.C. v.</u> <u>Kattouah (In re Kattouah)</u>, 452 B.R. 604 (E.D. Mich. 2011) (identifying the liquidation analysis confirmed by the bankruptcy court to be the fair market value of the property, less liens, any applicable exemption amounts and administrative expenses and costs); <u>Fluharty v. Fluharty (In re Fluharty)</u>, 7 B.R. 677 (N.D. Ohio 1980) (allowing a reduction based on all chapter 7 administrative expenses); <u>In re Delbrugge</u>, 347 B.R. 536, 539 (Bankr. N.D. W. Va. 2006) (permitting deductions for chapter 7 trustee fees, the costs of sale, exemptions, and capital gains taxes) (citations omitted); <u>Dick</u>, 2008 WL 294583 (deducting trustee's § 326 compensation and suggesting that, if the evidence had been proffered on the auctioneer's fee, it would have also been allowed). Liquidation value is the wholesale/trade-in value of the asset reduced by necessary and proper administrative expenses.

In this case, both parties have adjusted for any exemptions in the property and allowed a flat ten percent for the cost of sale/administrative cost. The court recognizes the utility of a flat rate and accepts this rate. The ten percent flat rate will generally favor unsecured creditors. When chapter 7 assets total \$50,000 or less, the trustee's statutory compensation alone is at least ten percent, not including any expenses related to liquidation. As an example of administrative costs, at present this court is approving sliding fee scale fees for auctioneers, starting at ten percent of the first \$5,000, and reduced for proceeds in excess of \$5,000, plus expenses. Based solely on the trustee's compensation and the auctioneer's fees, the ten percent flat rate is more than reasonable and beneficial to the unsecured creditors. Consequently, for the purposes of § 1325(a)(4), the liquidation value will be reduced by a ten percent flat rate for administrative fees, expenses, and costs of sale.

With this understanding of the chapter 7 liquidation value, the court now turns to the evidence presented by the parties.

1. <u>2004 Jeep Liberty Renegade</u>

First, a question of fact is apparent from the parties' valuations. Trustee's value is based on a two wheel drive vehicle, while Debtors appraisal identifies the vehicle as a 4x4. Since Debtors' appraisal is based on a personal inspection by an auctioneer, the court finds the vehicle is a four wheel drive vehicle, not a two wheel drive. Debtors' appraisal places a value of \$6,000 on the vehicle, but does not specify whether this amount is a retail, trade-in, auction or wholesale value. The auctioneer does identify two items affecting condition: the need for cleaning and repair of a dent in the driver's door.

Looking at both nadaguides.com and kbb.com trade-in values for this vehicle, the values range from \$4,900 for a rough trade-in to \$6,750 for a clean trade-in (NADA) and \$4,187 for a fair trade-in to \$5,587 for an excellent trade-in (Kelley Blue Book). Exhibit A. Based on the damage and cleaning noted by the auctioneer, and the explanations of condition ratings by NADA and Kelley Blue Book, it is clear that the car would not have

the peak values. As a result, it appears that the auctioneer's value is clearly within the range of the trade-in values and the court accepts his \$6,000 figure as the value for the Jeep Liberty Renegade. This amount is to be reduced by Debtors' exemption of \$4,600 and the ten percent flat rate for administrative expenses (\$600), resulting in a chapter 7 liquidation value of \$800.00.

2. <u>1994 Honda Civic del Sol</u>

According to Debtors, the Honda del Sol has over 100,000 miles and is in average condition. There is no evidence in the record supporting these claims, but neither is there evidence disputing it. Trustee has based her appraisal on the Si model with 120,000 miles. Debtors, on the other hand, have adjusted for 99,000 miles.² Upon review of nadaguides.com, the average trade-in value for a 1994 Honda Civic del Sol Si coupe is \$3,100.00; kbb.com shows a trade-in value for this vehicle, in good condition, as \$1,826.00. Exhibit B. Without any other information or guidance from the parties, the court will merely split the difference at \$2,463.00. After reducing for administrative fees and expenses, the chapter 7 liquidation value is \$2,217.

3. <u>1995 Ford Ranger</u>

In their brief, Debtors state the Ford Ranger is in average condition and has 110,000 miles. Debtors used two sources to obtain their value of the vehicles. Exhibit C. The first page indicates the truck is a regular cab short bed. The second page indicates it is an STX model. From Trustee's exhibits, the truck is identified as a regular cab, 1/2 ton, V-6 pick-up. Based on the incomplete and non-cohesive information presented, as well as the paucity of information on the model, equipment and features, the court cannot determine the value of the Ford Ranger. The court will provide the parties additional time to either resolve the value of the Ford Ranger between themselves or submit additional information for review.

4. <u>1989 Chevy Cavalier</u>

Debtors claim, and Trustee does not dispute, that the Cavalier is inoperable and its value is in the scrap. Debtors contend they would obtain \$225 and \$300, for an average of \$262.50, for scrapping the vehicle. According to Debtors, they "may be able to get up to \$450.00 if they could deliver the vehicle directly to the junkyard." (Debtors' brief, p. 3). However, Debtors allege since the vehicle is inoperable, they would need to tow the vehicle, so the lower amount is appropriate. Trustee has valued the vehicle at \$500. None of these values is supported anywhere in the record, nor is any towing fee itemized. With an incomplete record, the court cannot ascertain the value of the Cavalier. The parties will be given an opportunity to reach an agreement as to value or to present additional evidence to the court.

5. <u>1974 Volkswagen Beetle</u>

Debtors value the Beetle at \$1,500. They state that they have unsuccessfully

² Looking at the very top of Debtors' Exhibit B, it appears that Debtors are also submitting values for the del Sol Coupe Si, so the court will base its figures on this model. In the event this is erroneous, either party may petition for further review of this finding.

attempted to sell this vehicle for \$1,500 from their front yard. They indicate they are willing to surrender the Beetle if it is worth more than \$1,500. According to Trustee's exhibit, the average retail for this vehicle is \$5,375.

The court finds Debtors' valuation unreliable. First, Debtors have not provided any evidence, such as an affidavit, to support their statement. Second, an unadvertised sale from a front yard is not a good indicator of the value of this vehicle, especially when absolutely no information is provided about the length of time it was offered for sale, the nature of the traffic in front of the house, how it was displayed, and similar facts. There is nothing in the record about condition or mileage.³ Further, a valuation must be based on a concrete market. Debtors provide no information on how they arrived at the figure they attach to the vehicle. While the court recognizes that Trustee's value is a retail value, it is inherently more reliable than Debtors' pie-in-the sky number. The court therefore accepts Trustee's valuation. Since this value exceeds \$1,500, it appears Debtors have agreed to surrender the vehicle for sale, with the proceeds to be paid in to the chapter 13 plan.

6. <u>2007 small open utility trailer</u>

Trustee has presented no arguments concerning the value of this asset. Debtors value the trailer at \$500 and have claimed an exemption of \$1,150 in the trailer. Adopting these figures, the court finds that there is no non-exempt equity in the trailer and the asset would not be subject to liquidation in a chapter 7 case. It therefore has no liquidation value for the purposes of 1325(a)(4).

CONCLUSION

In order to confirm a plan, a court must find that the plan meets the best interest of creditors test under 11 U.S.C. § 1325(a)(4). In other words, the plan must pay a minimum dividend to unsecured creditors based on the amount the unsecured creditors would receive if the case where administered under chapter 7. This liquidation value is based on the value of the assets less administrative expenses. In asset chapter 7 cases, where the assets are vehicles, liquidation is generally accomplished through an auction. As a result, the appropriate liquidation value is based on the wholesale or trade-in value of the vehicle, less a ten percent flat fee to account for the administrative expenses.

On the facts presented in this case, the court finds that the liquidation value of the 2004 Jeep Liberty Renegade is \$800.00 and the del Sol's liquidation value is \$2,217. The trailer has no liquidation value. The parties failed to provide sufficient evidence or information to calculate the values of the 1995 Ford Ranger and the 1989 Chevy Cavalier and are instructed to provide additional information.

An order in accordance with this decision will be issued immediately.

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³ A grainy picture included in Trustee's exhibits may indicate the vehicle is in above average condition for its age.

SERVICE LIST

Toby L Rosen 400 W Tuscarawas St Charter One Bank Bldg 4th Floor Canton, OH 44702

Nicole L. Rohr Thrush & Rohr LLC 4410 22nd Street NW Canton, OH 44708 Jeep Liberty 2004 - Car Standard Equipment - NADAguides.com Of... http://www.nadaguides.com/Cars/2004/Jeep/Liberty-V6-4WD/Utilit...



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2004 Jeep Liberty

Utility 4D Renegade 4WD

NADAguides.com Price Report

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$5,300	\$6,325	\$7,150	\$9,850
Mileage: 124,511 miles	-\$525	-\$525	-\$525	-\$525
Options:				
- Aluminum/Alloy Wheels	Std.	Std.	Std.	Std.
Towing/Camper Pkg	\$125	\$125	\$125	\$150
TOTAL PRICE	\$4,900	\$5,925	\$6,750	\$9,475

Standard Equipment

Standard Equipment Details

Engine Specifications

Type: Gas V6 Size: 3.7L/226 Horsepower: 210 @ 5200 RPM Torque: 235 @ 4000 RPM Max Towing Capacity: 3500

Drive Train

Drive Train: 4-Wheel Drive Transmission: 5 speed HD Manual w/OD

Safety

Air Bag-Frontal-Driver Air Bag-Frontal-Passenger Air Bag-Side Body-Front Brakes-ABS Brakes-Type-4 Wheel DISC Engine Immobilizer Security System

Comfort & Convenience

Air Conditioning-Front Auto-Dimming Rearview Mirror Cruise Control **Keyless Entry** Max Seating Capacity: 5 Mirror(s)-Power Mirrors-Vanity-Driver Mirrors-Vanity-Driver Illumination Mirrors-Vanity-Passenger Mirrors-Vanity-Passenger Illumination Power Locks **Reading Lamps-Front** Seat Trim-Cloth Seat Trim-Leather Seat Trim-Vinyl Seat-Power Driver Seat-Power Passenger Seat-Rear Pass-Through



Seats-Front Bucket Steering Wheel-Adjustable Steering Wheel-Audio Controls Steering Wheel-Leather Steering-Power Trip Computer Universal Garage Door Opener Windows-Power

Music & Entertainment

Audio-AM/FM Stereo Audio-Cassette Player Audio-CD Changer Audio-CD Player Audio-Upgrade Sound System

Interior

Auxiliary Pwr Outlet Floor Mats

Exterior

Doors: 4 Fog Lamps Luggage Rack/Roof Rack Mirror(s)-Heated Rear Window Defogger Roof-Generic-Sun/Moon Roof-Sun/Moon Tow Hitch Tow Hooks Windows-Deep Tinted Wipers-Intermittent Wipers-Variable Speed Intermittent

Tires

Front Tire Size: P235/70R16 Rear Tire Size: P235/70R16 Spare Tire Size: P235/70R16

Wheels

Front Wheel Material: Aluminum Rear Wheel Material: Aluminum

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Rough Trade-In: \$4,900

Rough Trade-in values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In: \$5,925

The Average Trade-In values on nadaguides com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In: \$6,750

Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail: \$9,475

Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

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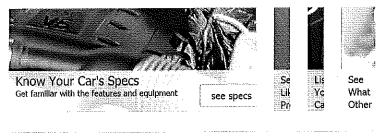
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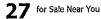
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Very Good \$5,462					view
Good \$5,062	Instant Trade-In Offer	get the offer		2012 Toyota RAV4	vlew
Fair \$4,187	4.2 Own it? Love it?	1 (11)			
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2004 Jeep Liberty



view

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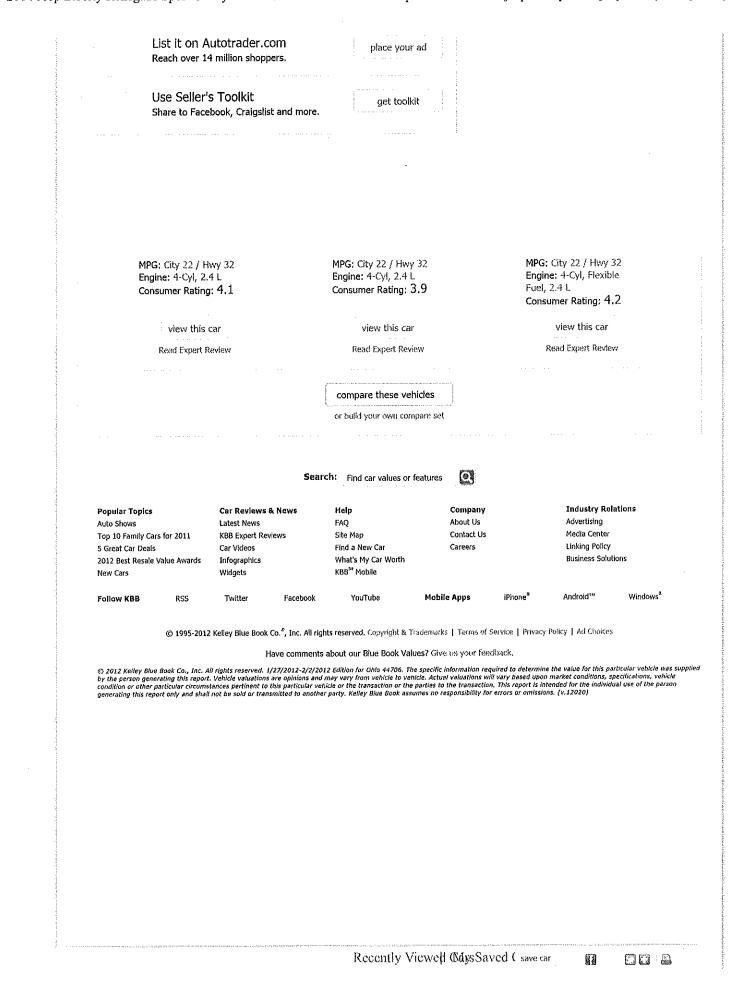
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2004 Jeep Liberty Renegade Sport Utility 4D Trade In Values - Kell... http://www.kbb.com/jeep/liberty/2004-jeep-liberty/renegade-sport-uti...





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1994 Honda Civic Del Sol

Coupe 2D Si

NADAguides.com Price Report

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$1,225	\$1,900	\$2,450	\$3,650
Mileage: 100,000 miles	\$1,200	\$1,200	\$1,200	\$1,200
TOTAL PRICE	\$2,425	\$3,100	\$3,650	\$4,850

values

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Rough Trade-In: \$2,425

Rough Trade-in values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Average Trade-In: \$3,100

The Average Trade-In values on nadaguides com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

Clean Trade-In: \$3,650

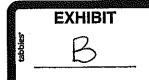
Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

Clean Retail: \$4,850

Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

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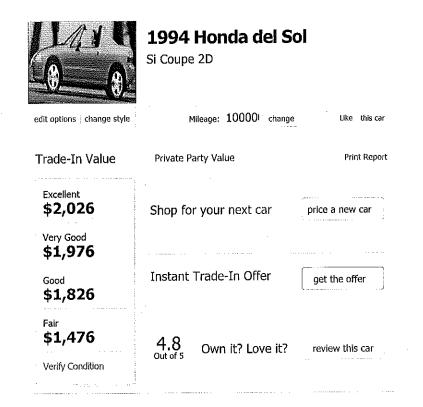
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