

**SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND
HOLMES MOTORS, INC.**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is made and entered into by and between the United States of America (the “United States”) and Holmes Motors, Inc. (“Holmes”). The United States and Holmes are referred to herein as the “Parties.”

II. RECITALS

2. This Agreement resolves the United States’ allegations that Holmes violated the Servicemembers Civil Relief Act (“SCRA”):

- a. by repossessing, without court orders, the vehicles of servicemembers in military service, in violation of 50 U.S.C. § 3952(a); and
- b. by failing to refund lease amounts paid in advance for a period after the effective date of the termination of the lease within 30 days of the effective date of the termination of the lease, in violation of 50 U.S.C. § 3955(f).

3. The Parties agree that, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation, the claims against Holmes shall be resolved without further proceedings or an evidentiary hearing. Therefore, as indicated by the signatures appearing below, the United States and Holmes agree to this Settlement Agreement.

4. The effective date of this Agreement will be the date of the signature of the last signatory to the Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for the purposes of this Agreement.

III. STATEMENT OF CONSIDERATION

5. In consideration of, and consistent with, the terms of this Agreement, the United States will not pursue claims against Holmes relating to the United States’ allegation that from

January 2, 2020, through at least December 1, 2025, Holmes unlawfully repossessed servicemembers' vehicles without court orders in violation of 50 U.S.C. § 3952(a) and failed to refund, within 30 days of the effective date of the termination of the lease, lease amounts paid in advance for a period after the effective date of the termination of the lease, in violation of 50 U.S.C. § 3955(f). The Parties agree and acknowledge that this consideration is adequate and sufficient.

IV. TERMS AND CONDITIONS

The Parties agree and covenant as follows:

A. Compliance with the SCRA and SCRA Policies and Procedures

6. Holmes and its affiliates, subsidiaries, officers, employees, agents, and representatives, including its contractors and vendors, shall be required to comply fully with all relevant provisions of the SCRA relating to motor vehicle repossessions and lease terminations.

7. Within thirty (30) days, Holmes shall send to the United States proposed SCRA policies and procedures for motor vehicle repossessions that comply with Section 3952(a) of the SCRA. These policies and procedures must include the following provisions:

- a. Holmes shall review any military service information provided by lessees and conduct Defense Manpower Data Center ("DMDC") searches (i) no more than two (2) business days before referring a vehicle for repossession; (ii) no more than two (2) business days after repossession has occurred; and (iii) no more than two (2) business days before the vehicle is sold or disposed of.
- b. If the military service information or DMDC searches indicate the lessee or co-lessee is an SCRA protected servicemember, Holmes shall not refer the vehicle

for repossession or repossess the vehicle without first obtaining a court order or valid SCRA waiver in the form attached as Exhibit A.

- c. If Holmes learns that a lessee or co-lessee is an SCRA-protected servicemember after repossessing the vehicle but before the vehicle is sold or disposed of, within twenty-four (24) hours Holmes shall attempt to verbally contact the servicemember and offer to arrange to return the vehicle and shall reverse on the account all of the charges resulting from the repossession. Holmes shall also correct any negative credit reporting related to the repossession. If Holmes cannot make contact with the servicemember within twenty-four (24) hours, Holmes shall cause the vehicle to be returned to the location where possession was taken, unless: (1) return to such location presents a significant risk of damage to the vehicle; (2) return to such location presents a significant risk that the vehicle will be impounded; (3) the servicemember has previously informed Holmes that the vehicle has been abandoned; or (4) the vehicle was recovered under circumstances suggesting that the vehicle had been abandoned. If the vehicle is not returned to the servicemember within twenty-four (24) hours, Holmes shall make at least three (3) additional attempts to reach the servicemember based upon contact information in Holmes' files and return the vehicle within twenty-four (24) hours of a lessee's or co-lessee's request for return, without charging any repossession-related fees. The vehicle shall not be sold or otherwise disposed of until the contact attempts referenced in this

subparagraph have been made and Holmes has obtained a court order or a valid written waiver as provided in 50 U.S.C. § 3918.

- d. If Holmes attempts to obtain a court order authorizing a repossession, it must file an affidavit with the court that complies with 50 U.S.C. § 3931.
 - e. Holmes may take possession of a motor vehicle that has been impounded by a non-related third-party upon receiving notice of the impoundment even when the lessee or co-lessee is a servicemember. Holmes must, however, provide notice to the servicemember that it has taken possession and must not dispose of the vehicle until Holmes has made reasonable efforts to contact the servicemember and has obtained a court order or a valid written waiver as provided in 50 U.S.C. § 3918.
8. Within thirty (30) days, Holmes shall send to the United States proposed SCRA policies and procedures for motor vehicle lease terminations that comply with Section 3955 of the SCRA. Holmes represents that its policy is to permit lessees to terminate motor vehicle leases early for any reason. Its policies and procedures must also include the following provisions:
- a. If a servicemember terminates a motor vehicle lease pursuant to Section 3955 of the SCRA, Holmes:
 - i. may not impose any early termination charge and must limit any charges that must be paid upon termination to those permitted by Section 3955(e)(2) of the SCRA; and
 - ii. must refund, within 30 days after the effective date of termination, all lease amounts paid in advance, including security deposits and Capitalized Cost Reduction (CCR) payments for a period after the effective date of

termination, see 50 U.S.C. § 3955(f), calculated consistent with this Agreement. The amount to be refunded shall be at least the amount calculated consistent with the formula described in Paragraph 19(a)-(c) of this Order.

9. Holmes shall designate customer service representatives who have been specifically trained on the protections of the SCRA with respect to motor vehicle leases and are responsible for the intake of and response to servicemembers' inquiries regarding the SCRA. Holmes shall have a telephone number and designated website at which servicemembers may reach a designated SCRA customer service representative, who will address questions or concerns regarding the SCRA. Holmes shall also include a page on its website detailing eligibility for, and relief provided by, the SCRA, and providing the telephone number and website link to obtain SCRA relief or raise questions or concerns regarding such relief.

10. The United States will review Holmes' SCRA policies and procedures and respond in writing within thirty (30) calendar days after receipt. If the United States objects to any part of the SCRA policies and procedures, the Parties shall confer to resolve their differences.

11. Holmes must begin implementing SCRA policies and procedures within seven (7) days of the approval of the United States.

12. If, at any time during the term of this Agreement, Holmes proposes to materially change its SCRA policies and procedures, it shall first provide a copy of the proposed changes to counsel for the United States. If the United States does not deliver written objections to Holmes within twenty (20) business days of receiving the proposed changes, the changes may be implemented. If the United States makes any reasonable objections to the proposed changes

within the twenty (20) business day period, the specific changes to which the United States objects shall not be implemented until the objections are resolved.

B. Training

13. Within thirty (30) days of receiving final approval of SCRA policies and procedures, Holmes must develop and submit to the United States the curriculum, instructions, and any written materials included in the training to be given to all Holmes employees who are involved in SCRA compliance, repossessions, or lease terminations.

14. The United States will review Holmes' SCRA training materials and shall have thirty (30) calendar days from receipt of these documents to raise any objections to the training materials, and, if it raises any, the Parties shall confer to resolve their differences.

15. Within thirty (30) days of final approval of Holmes' SCRA training materials, all Holmes employees who are involved in SCRA compliance, repossessions, or lease terminations must receive the training and execute a signed statement at Exhibit B acknowledging that they have received such training. SCRA training must be conducted for all employees at least once a year during the term of the Agreement. For the duration of this Agreement, copies of those signed statements shall be provided to the United States upon request. Holmes shall also certify in writing to counsel for the United States that all employees successfully completed the trainings required by this Paragraph. Holmes will pay any expenses associated with the trainings required by this Paragraph.

16. Holmes must also ensure that any employee who subsequently becomes involved in SCRA compliance, repossession, or lease termination activities receives the SCRA training within thirty (30) calendar days of their hiring, promotion, or transfer.

C. Compensation for Aggrieved Servicemembers

17. Within fourteen (14) days of the effective date of this Agreement, Holmes will deposit SEVENTY-SEVEN THOUSAND THREE HUNDRED AND FORTY EIGHT DOLLARS AND SIXTY CENTS (\$77,348.60) into an interest-bearing escrow account to fund compensation payments to the aggrieved servicemember lessees identified by the United States. The United States has provided a list of these servicemembers to Holmes. Holmes will deposit into the escrow account all necessary additional funds to make compensation payments required by the Agreement. Holmes will provide written verification of the deposit to the United States within fourteen (14) days of the effective date of this Agreement. Any interest that accrues in the account will become part of the Settlement Fund and will be used and disposed of as set forth herein. Any taxes, costs, or other fees related to the escrow account shall be paid by Holmes.

18. For each of the three repossessions already identified by the United States as violations, Holmes shall provide the following compensation to each servicemember lessee in the amount of FIFTEEN-THOUSAND DOLLARS (\$15,000).

19. For each of the five lease terminations already identified by the United States as a violation, Holmes shall provide the following compensation to the servicemember lessee:

- a. Refund security deposit less any allowable charges for excess mileage and vehicle recovery charges;
- b. Refund lease amounts paid in advance for a period after the effective date of the lease termination;
- c. Refund CCR payments attributable to periods after the effective date of the lease termination; and
- d. Pay an additional amount of three times the total amount paid under sections (a) through (c).

20. Within thirty (30) calendar days of the effective date of this Agreement, Holmes shall provide to the United States an electronically searchable list of all its repossessions and lease terminations between December 2, 2025 and the effective date of this Agreement. The list shall be in Microsoft Excel format and shall contain the following information: (1) the account number; (2) the lessee's first name, last name, and social security number; (3) the co-lessee's first name, last name, and social security number; (4) the date of the lease; and (5) the date of the repossession or lease termination. The United States shall run this list through the DMDC database and undertake any independent investigation it deems appropriate to identify any additional repossessions or lease terminations that violated the SCRA. The United States shall provide Holmes with the list of additional repossessions and lease terminations that violated the SCRA, if any. If Holmes objects to any additional violations, it shall have thirty (30) days to produce evidence of compliance to the United States. After considering in good faith all evidence produced by Holmes, the United States shall make a final determination of the additional violations.

21. For each repossession or lease termination identified as a violation, Holmes shall provide the same compensation described in Paragraphs 18 and 19(a)-(d).

22. Holmes shall provide the United States with all records used to make the payment calculations described in this Paragraph for the United States' review and approval. Holmes shall conduct the settlement administration activities as set forth herein. Holmes shall bear all costs and expenses of settlement administration. Holmes shall work cooperatively with the United States in the conduct of its activities, including reporting regularly and providing all reasonably requested information to the United States.

23. Holmes shall establish and maintain throughout the period of this Agreement multiple cost-free means for affected servicemembers and co-lessees to contact it, including an electronic mail address, a webpage, and a toll-free telephone number.

24. For repossessions and lease terminations identified pursuant to Paragraphs 18 and 19, Holmes shall notify each servicemember lessee by letter (using wording mutually agreeable to Holmes and the United States) within (30) calendar days of the effective date of this Agreement. For any additional repossessions and lease terminations identified pursuant to Paragraph 20, Holmes shall notify each servicemember lessee by letter (using wording mutually agreeable to Holmes and the United States) within (30) calendar days of the United States' final determination. Each letter to a servicemember shall enclose the Declaration at Exhibit C and the Release at Exhibit D.

25. Holmes shall issue and mail compensation checks no later than twenty-one (21) calendar days after Holmes' receipt of a signed Declaration and/or Release. Holmes shall skip trace and redeliver any payment that is returned as undeliverable, or that is not deposited or cashed within six (6) months. Holmes shall provide the United States with proof that it mailed the compensation checks within seven (7) days of mailing.

26. Any money not distributed from the escrow account, including accrued interest, during the term of the Agreement will be distributed to the United States Treasury in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

27. Holmes will not be entitled to a set-off, or any other reduction, of the amount of payments required by Paragraphs 18, 19, or 21 because of any debts owed by the recipient. Holmes also will not refuse to make a payment based on a release of legal claims, arbitration agreement, or lease modification previously signed by any such recipient.

28. Every six months for the duration of this Agreement, Holmes shall provide the United States with an accounting of all declarations and releases received, checks issued and cashed (including copies of issued and cancelled checks), and notifications without responses or that were returned as undeliverable.

29. No individual may obtain review by the Parties of the identifications made, and payments disbursed, pursuant to Paragraphs 17-25.

D. Civil Penalty

30. Within thirty (30) days, Holmes shall pay a total of SIXTY THOUSAND DOLLARS (\$60,000) to the United States Treasury as a civil penalty, pursuant to 50 U.S.C. § 4041(b)(3) and 28 C.F.R. § 85.5, to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

E. Additional Reporting and Record-Keeping Requirements

31. For the duration of this Agreement, Holmes shall retain all records relating to its obligations set forth herein. The United States shall have the right to request, review, and copy any of those records, including electronic data, upon reasonable request during the term of the Agreement.

32. Holmes shall provide the United States with a written report every six months regarding any SCRA or military-related complaints received, whether the complaint is made orally or in writing. Holmes shall provide a copy of any written complaints. Whether regarding a written or oral SCRA complaint, the notification to the United States shall include the full details of the complaint, including the complainant's name, address, telephone number, and email address. Holmes shall also provide the United States with all information it may request concerning any such complaint and shall inform the United States in writing within thirty (30)

calendar days of the terms of any resolution of such complaint. If the United States raises any objections to Holmes' actions, the Parties shall meet and confer to consider appropriate steps to address the concerns raised by the United States' review.

V. SCOPE OF SETTLEMENT AGREEMENT

33. The provisions of this Agreement shall apply to Holmes. They shall also apply to all related entities, parents, predecessors, successors, and affiliates and all of its past and present directors, officers, agents, managers, supervisors, shareholders, and employees and their heirs, executors, administrators, successors, or assigns.

34. In the event that Holmes is acquired by or merges with another entity, Holmes shall, as a condition of such acquisition or merger, obtain the written agreement of the acquiring or surviving entity to be bound by any obligations remaining under this Agreement for the remaining term of this Agreement.

35. This Agreement does not release claims for practices not addressed in this Agreement, and it does not resolve and release claims other than the claims for violations of Sections 3952(a) and 3955 of the SCRA identified in this Agreement. This Agreement does not release any claims that may be held or are currently under investigation by any other federal or state agency or entity.

36. Nothing in this agreement will excuse Holmes' compliance with any currently or subsequently effective provision of law or order of a regulator with authority over Holmes that imposes additional obligations on it.

VI. DURATION, IMPLEMENTATION AND ENFORCEMENT

37. This Agreement shall be in effect for a period of three (3) years from its effective date.

38. The United States may review compliance with this Agreement at any time. Holmes agrees to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, Holmes shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

39. The Parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of, and compliance with, this Agreement prior to initiating court action. However, in the event that the United States contends there has been a failure by Holmes, whether willful or otherwise, to perform in a timely manner any act required by this Agreement or otherwise comply with any provision thereof, the United States will notify Holmes in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. Holmes shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

40. If the Parties are unable to reach a resolution within 15 days, the United States may bring a civil action for breach of this Agreement, or any provision thereof, in the United States District Court for the Northern District of Alabama, which shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The parties consent to and agree not to contest the jurisdiction of the United States District Court for the Northern District of Alabama. The Parties further acknowledge that venue in the Northern District of Alabama is appropriate and agree not to raise any challenges on this basis.

41. In the event the United States files a civil action as contemplated by Paragraph 40 to remedy breach of this Agreement, the United States may seek the following: (1) an injunction mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; (2) an award of reasonable attorneys' fees and costs incurred in bringing an action to remedy breach of this Agreement; and (3) any additional relief

that may be available under law or equity. If such a civil action is filed, Holmes expressly agrees not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue, or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

42. The Parties shall be responsible for their own attorneys' fees and costs, except as provided for in Paragraph 41.

43. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

VII. EXECUTION AND OTHER TERMS

44. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement.

45. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

46. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

47. This Agreement constitutes the complete agreement between the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

48. This Agreement is governed by and shall be interpreted under the laws of the United States.

49. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the entities indicated below.

50. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another Party, the performance of one Party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another Party.

51. This Agreement is a public document. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public and to Holmes' separate and independent issuance of public statements about this Agreement and the subject matter hereof, subject to any applicable privacy laws.

52. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

53. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

54. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms is challenged by a third party in a court other than the United States District Court for the Northern District of Alabama, the Parties agree that they will seek removal and/or transfer to the United States District Court for the Northern District of Alabama.

55. This Agreement may be modified only with the written consent of the Parties.

Any modifications must be in writing and signed by the Parties through their authorized representatives.

Dated: 7/30, 2026

For the United States

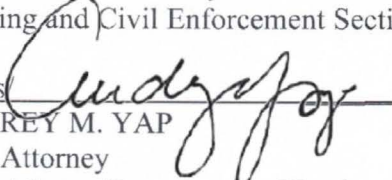
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DATED: 7/30, 2026

For Holmes Motors, Inc.

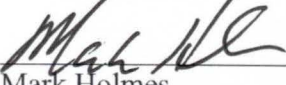

Mark Holmes
Chief Operations Officer
10651 Boney Ave. D'Iberville, MS 39540
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228-392-4054 ext. 8051

EXHIBIT A

IMPORTANT NOTICE AFFECTING MILITARY SERVICEMEMBERS’ RIGHTS AND PROTECTIONS AFFORDED UNDER THE SERVICEMEMBERS CIVIL RELIEF ACT

Attached to this notice you will find a waiver of rights and protections that may be applicable to you and your dependents pursuant to the Servicemembers Civil Relief Act, 50 U.S.C. § 3901, *et seq.* (the “SCRA”). The SCRA provides military personnel and their dependents with a wide range of legal and financial protections. Among other benefits and protections, the SCRA:

- Prohibits the repossession of a servicemember’s motor vehicle without a court order during a period of military service, as long as a deposit or at least one payment was made before the borrower or lessee entered into that period of military service.
- Permits servicemembers to terminate motor vehicle leases upon receipt of certain military orders and requires motor vehicle lessors to refund security deposits, lease amounts paid in advance for a period after the effective date of the lease termination, and Capitalized Cost Reduction (CCR) payments for a period after the effective date of the termination of the lease within 30 days of the effective date of the termination of the lease.

If you choose to sign the attached waiver, Holmes Motors, Inc. (“Holmes”) will have the option to proceed with a repossession of your motor vehicle without the protections of the SCRA. If you do not sign this waiver, Holmes will be required to provide you the protections of the SCRA if you began your lease and made at least one payment on the lease when you were not in military service. Additionally, if Holmes goes to court to repossess your motor vehicle, the court may take steps to ensure that a judgment is not entered against you if you are unable to appear in the case.

This waiver applies only to your SCRA rights related to motor vehicle repossessions; you are not waiving any other SCRA protections that you may have. Before waiving these important statutory rights, you should consult an attorney regarding how best to exercise your rights or whether it is in your interest to waive these rights under the conditions offered by Holmes.

For More Information:

- **CONSULT AN ATTORNEY:** To fully understand your rights under the law, and before waiving your rights, you should consult an attorney.
- **JAG / LEGAL ASSISTANCE:** Servicemembers and their dependents with questions about the SCRA should contact their unit’s Judge Advocate, or their installation’s Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil>.
- **MILITARY ONESOURCE:** “Military OneSource” is the U.S. Department of Defense’s information resource. Go to <http://www.militaryonesource.mil>.

**AGREEMENT AND WAIVER OF RIGHTS UNDER
SERVICEMEMBERS CIVIL RELIEF ACT**

I _____ am a servicemember OR the duly authorized agent or attorney-in-fact of _____, a servicemember, pursuant to a power of attorney dated _____ and I am aware that I have protections available to me under the Servicemembers Civil Relief Act (SCRA). This includes, but is not limited to, the right not to have a lender repossess my motor vehicle or personal property without a court order.

By signing this waiver, I acknowledge and agree that:

- I have read and understood the attached IMPORTANT NOTICE TO MILITARY SERVICEMEMBERS.
- I am waiving my right to have a court rule on whether Holmes Motors, Inc. (“Holmes”) can repossess my motor vehicle, a [YEAR] [MAKE] [MODEL] [VIN] (the “Vehicle”), in accordance with 50 U.S.C. § 3952(a)(1).
- In exchange for waiving my SCRA rights with respect to the Vehicle, Holmes agrees to waive the recovery of any storage costs, attorneys’ fees, and any other fees and costs incurred in connection with the repossession or sale of the vehicle. Holmes will also attempt to return any personal property I left in my vehicle.
- This waiver shall have no effect on my right to receive any excess proceeds from the sale of the Vehicle as provided by state law.
- This waiver is made voluntarily, without coercion, duress, or compulsion. I understand the terms of this waiver of rights, and acknowledge that I was advised to consult with an attorney regarding this waiver and the protections afforded by the SCRA.

Subject to the above provisions, I hereby waive and give up any right I may have to have a court rule on the repossession of the Vehicle.

Dated: _____

By: _____
Signature

Print Name

For: Holmes Motors, Inc.

Dated: _____

By: _____
Signature

Print Name

EXHIBIT B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20__, I was provided training regarding SCRA compliance and copies of the SCRA Policies and Procedures which are applicable to my duties. I have read and understand these documents and have had my questions about these documents and the SCRA answered. I understand my legal responsibilities and shall comply with those responsibilities.

[PRINT NAME]

[SIGNATURE]

[JOB TITLE]

[DATE]

EXHIBIT C

DECLARATION

I, [INSERT NAME], do hereby declare and state as follows:

1. On or about [LEASE START DATE], I entered into a vehicle lease with Holmes Motors, Inc., Account Number [ACCOUNT NUMBER].
2. On or about [REPOSSESSION OR LEASE TERMINATION DATE], [THE VEHICLE WAS REPOSSESSED OR I TERMINATED MY LEASE EARLY].
3. On or about [REPOSSESSION OR LEASE TERMINATION DATE], I WAS either:
 - i. on a covered period of military service; OR
 - ii. a member of a reserve component (Reserves or National Guard) and had received orders to report for a covered period of military service.

Please consider the following additional information in support of this Declaration:

I confirm that the foregoing is true and correct.

Executed this _____ day of _____, 20__.

SIGNATURE: _____

PRINT NAME: _____

APPENDIX REGARDING MILITARY SERVICE

As used in this Declaration, a “covered period of military service” is any of the following:

- a) Full-time active duty with the armed forces of the United States (Army, Navy, Air Force, Marine Corps, Coast Guard, or Space Force), including National Guard members serving under orders issued under Title 10 of the United States Code;
- b) A period of active service with the National Guard:
 - i)) authorized by the President or the Secretary of Defense;
 - ii) longer than thirty (30) consecutive days;
 - iii) under orders issued under Section 502(f) of Title 32 of the United States Code; and
 - iv) for the purpose of responding to a national emergency declared by the President and supported by federal funds.
- c) Active service as a commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration; or
- d) A period of time during which I was a servicemember absent from duty on account of sickness, wounds, leave, or other lawful cause.

If you have any additional questions about whether your service constitutes a “covered period of military service” for purposes of this declaration, please contact the Department of Justice at 202-514-4713 and reference the Holmes Motors, Inc. SCRA case.

EXHIBIT D

RELEASE

Pursuant to the Settlement Agreement resolving the United States' allegations that Holmes Motors, Inc. ("Holmes") violated the Servicemembers Civil Relief Act, and in consideration of Holmes' payment to me of \$ [AMOUNT], I, [LESSEE'S NAME], hereby release and forever discharge all claims, arising prior to the date of this Release, related to the facts at issue in the litigation referenced above and related to the alleged violation of Section 3952 or Section 3955 of the Servicemembers Civil Relief Act, that I may have against Holmes and all related entities, parents, predecessors, successors, subsidiaries, and affiliates and all of its past and present directors, officers, agents, managers, supervisors, shareholders, and employees and its heirs, executors, administrators, successors, or assigns.

Executed this _____ day of _____, 202_.

SIGNATURE: _____

PRINT NAME: _____

MAILING ADDRESS WHERE CHECK SHOULD BE SENT:
