

1. Parties. This lease agreement ("Lease") is entered into between FELCO AutoLease and the below-named Lessee. For purposes of this Lease, "you", "your" and "Lessee" shall refer to the Lessee(s) named below and "we", "us", "our" and "Lessor" shall mean FELCO AutoLease or its assignee. GRANT PETERSEN AUTO GROUP ("Dealer") having arranged for this Lease, is an additional lessor hereunder for the limited purpose of disclosure under the Federal Consumer Leasing Act and applicable State law. Lessor and Lessee agree that Dealer is acting as the Lessor's representative for the sole purpose of (1) supplying the leased Vehicle (2) executing this Lease on behalf of Lessor and (3) providing Lessee with the disclosures required under the Federal Consumer Leasing Act and applicable State law. You acknowledge that Dealer is not our agent for purposes of making any representations inducing you to enter into this Lease or any warranties with respect to the Vehicle.

LESSOR - NAME AND BUSINESS ADDRESS	LESSEE(S) - NAME(S) AND ADDRESS
FELCO AutoLease 1010 N. COLE RD BOISE, ID 83704	MARTIN W. LEWANDOWSKI HC-34 SIMCO RD BOISE ID 83716

2. The Leased Property (the "Vehicle")

INTENDED PRIMARY USE OF VEHICLE: Check one: Personal, Family or Household Business, Commercial or Agricultural

Description of the Vehicle									
New	Used	Cyl	Yr	Make	Model	Body Style	Vehicle Identification No.	Color	Odometer
X		8	2000	GMC	SIERRA	PU	2GTEK19T3Y1251548	RED	50

3. FEDERAL CONSUMER LEASING ACT SEGREGATED DISCLOSURES

Amount Due at Lease Signing or Delivery (Itemized below)*	Monthly Payments [Ⓞ]	Other Charges (Not part of your monthly payments)	Total of Payments [Ⓞ] (The amount you will have paid by the end of the Lease)
\$ 600.00	Your first monthly payment of \$ 521.16 is due on 03/04/00 followed by 6 payments of \$ 521.16 on the <input type="checkbox"/> 1st <input type="checkbox"/> 5th <input type="checkbox"/> 10th <input type="checkbox"/> 15th <input checked="" type="checkbox"/> 20th day of each month, commencing on The total of your monthly payments is \$ 32833.08	Termination fee (if you do not purchase the Vehicle at the end of the Lease payments and it is not a casualty loss) \$295. Total \$295	\$ 33206.92

*Itemization of Amount Due at Lease Signing or Delivery

Amount Due at Lease Signing or Delivery	How the Amount Due at Lease Signing or Delivery will be paid:
Capitalized cost reduction \$ 75.09	Net trade-in allowance \$ N/A
Taxes \$ 3.75	Rebates and noncash credits \$ N/A
First monthly payment \$ 521.16	Amount to be paid in cash \$ 600.00
Pro-rata rental payment \$ N/A	
Last monthly payment \$ N/A	
Refundable security deposit \$ N/A	
Title fees \$ N/A	
Registration fees \$ N/A	
Mechanical breakdown protection contract (if purchased and not capitalized) \$ N/A	
Administrative fee (if not capitalized) \$ N/A	
DOC FEE W/TAX \$ N/A	
Total \$ 600.00	Total \$ 600.00

Your monthly payment is determined as shown below:

Gross capitalized cost. The agreed upon value of the Vehicle (\$ 27934.50) and any items you pay over the Lease term (such as service contracts, mechanical breakdown contracts, insurance, and any outstanding prior credit or lease balance)	\$ 31200.50
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.	- 75.09
Adjusted capitalized cost. The amount used in calculating your base monthly payment.	= 31125.41
Residual value. The value of the Vehicle at the end of the Lease used in calculating your base monthly payment.	- 16253.44
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for any other items paid over the Lease term.	= 14871.97
Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ 16397.45
Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge.	= 31269.42
Lease payments. The number of payments in your Lease.	+ 63
Base monthly payment.	= 498.24
Monthly sales/use tax [Ⓞ]	+ 24.82
	+ N/A
Total monthly payment[Ⓞ]	= \$ 521.16

term (such as service contracts, mechanical breakdown contracts, insurance, and any outstanding prior credit or lease balance)

If you want an itemized statement of this amount, please check this box.

\$ 31200.50

Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost.

- 75.09

Adjusted capitalized cost. The amount used in calculating your base monthly payment.

= 31125.41

Residual value. The value of the Vehicle at the end of the Lease used in calculating your base monthly payment.

- 15263.44

Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal use and for any other items paid over the Lease term.

= 15871.97

Rent charge. The amount charged in addition to the depreciation and any amortized amounts.

+ 15397.45

Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge.

= 31269.42

Lease payments. The number of payments in your Lease.

+ 63

Base monthly payment.

= 496.34

Monthly sales/use tax.

+ 24.82

+ N/A

Total monthly payment.

= \$ 521.16

Early termination. You may have to pay a substantial charge if you end this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier you end the Lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use. You will be charged 14 cents per mile for mileage in excess of 1250 miles per month _____ miles per month.

Purchase Option at End of Lease. You have an option to purchase the Vehicle "AS IS" at the end of the Lease term for cash at a purchase price equal to any unpaid amounts due under this Lease plus the residual value (shown above) plus a purchase option fee equal to 4% of the agreed upon value of the Vehicle (shown above). The purchase option price does not include fees for tags, taxes or registration.

Other Important Terms. See your Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, insurance, and any security interest, if applicable.

The symbol © means that the amount indicated is an estimate. Tax rates may change during the term of the Lease. You are responsible for any amounts exceeding this estimate.

4. Official Fees and Taxes. The estimated fees and taxes you will pay over the Lease term, whether included with your monthly payment or assessed otherwise are:

Estimated Registration & License Fees for the Lease Term	Estimated Sales Tax or Other Tax Obligation	Estimated Property Tax Obligation	Estimated Luxury Tax/ Other Taxes	Estimated Total Fee and Tax Obligation
\$ N/A	\$ 1567.41	\$ N/A	\$ N/A	\$ 1567.41

The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or taxes is assessed.

5. Optional Products and Services.

Mechanical Breakdown. Although not required under this Lease, you may purchase a contract for the repair of certain major mechanical vehicle breakdowns and some related expenses. If purchased, you have reviewed the terms of coverage which are contained in a separate contract, a completed copy of which you have or will receive.

Price: 1900.00 Term/Miles: 60 MOS / 75000 MILES

Initial one of the following only if you want to purchase mechanical breakdown protection:

You will be paying for mechanical breakdown protection by advance payment.

You will be paying for mechanical breakdown protection during the Lease term as part of the monthly payment.

6. Warranties: You are leasing the Vehicle "AS IS" from us. The Vehicle is subject to the following express warranties:

If the Vehicle is new, it is covered by the standard new vehicle warranty provided by the manufacturer. The manufacturer's warranty is available from the Dealer. If the box below is checked, the Vehicle is also covered by an additional express warranty or guaranty. If the Vehicle is not new, it is not covered by a warranty and is being leased "AS IS" unless the box below is checked.

The following express warranty or guaranty applies: _____
Continued on the other side of this Lease.

IF YOU DO NOT MEET YOUR OBLIGATIONS UNDER THIS LEASE, WE MAY REPOSSESS THE VEHICLE.

Notices. NOTICE TO LESSEE: DO NOT SIGN THIS LEASE IF IT CONTAINS ANY BLANK SPACES OR BEFORE YOU READ IT. YOU ARE ENTITLED TO A COMPLETELY FILLED-IN COPY OF THIS LEASE. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES. ANY MODIFICATION OR AMENDMENT TO THIS LEASE MUST BE IN WRITING AND SIGNED BY YOU AND US. BY SIGNING THIS LEASE YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND READ BOTH SIDES OF THIS LEASE AND ACKNOWLEDGE RECEIPT OF A COMPLETELY FILLED IN COPY. YOU ALSO HEREBY ACKNOWLEDGE DELIVERY OF, AND ACCEPT, THE VEHICLE IN GOOD OPERATING ORDER AND CONDITION.

LESSOR: FELCO AutoLease

LESSEE(S):

By GRANT PETERSEN AUTO GROUP

Martin W. Lewandowski
Lessee's Signature

MARTIN W. LEWANDOWSKI
Print Name

(Dealer, as Supplier and as agent of Lessor solely for the limited purposes set forth in paragraph 1 above.)

Lessee's Signature

Print Name

GUARANTY (Fill in only if there is a guarantor) The undersigned guarantees payment to Lessor of all liabilities and indebtedness of the above Lessee under the terms of this Lease. Lessor shall not be required to exhaust its recourse or take any action against the Lessee before being entitled to payment by the Guarantor of all amounts hereby guaranteed. Notice of the Lessee's default is hereby waived and the undersigned agrees to remain bound notwithstanding any extensions, renewals, modifications or compromises of any indebtedness, liability or obligation of the Lessee under the terms of this Lease.

Guarantor's Signature

Print Guarantor's Name and Address

THE TERMS, CONDITIONS AND DISCLOSURES ON THE OTHER SIDE ARE AN ESSENTIAL AND AN INTEGRAL PART OF THIS LEASE AGREEMENT.

6. Warranties (continued). You acknowledge that you have selected the Vehicle relying solely upon the manufacturer's warranties and representations. You expressly agree that we shall not be liable to you for any loss, cost or damage arising from or related to the possession, use or loss of use of the Vehicle. You shall not set off such loss, cost or damage against any sums due us under the terms of this Lease. All warranties, agreements and representations made by the manufacturer to us are hereby assigned to you and may be enforced by you. For these reasons and because you selected the Vehicle, you bear all risks regarding the quality and performance of the Vehicle. If you have problems with the Vehicle, we are not responsible for repairs and your obligations under this Lease, including but not limited to your obligation to make monthly payments, will not be affected. **YOU UNDERSTAND THAT WE ARE A FINANCE LESSOR AND AS SUCH ARE NOT OFFERING ANY EXPRESS OR IMPLIED WARRANTIES. WE SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS OR USE FOR A PARTICULAR PURPOSE.**

IF YOU ENTER INTO THIS LEASE FOR A PERSONAL, FAMILY OR HOUSEHOLD PURPOSE IN WEST VIRGINIA, OR ANY OTHER STATE WHERE DISCLAIMERS OF WARRANTIES ARE PROHIBITED, THESE DISCLAIMERS DO NOT APPLY.

7. Lease Term. The Lease term is the number of months of this Lease. The number of months of this Lease will be the same number as the number that is given for Lease Payments in section 3. For example, if the number of Lease Payments is 36, the Lease Term is 36 months.

8. Insurance. You agree to obtain and maintain, at your own expense, until the Vehicle is returned to us, insurance coverage in these amounts and types:

- a. A policy of public liability and property damage insurance with limits of not less than \$100,000 for injury to or death of one person, \$300,000 for all persons injured or killed in the same accident and not less than \$50,000 for damage and loss of use of property of third persons as a result of any one accident.
- b. A policy of collision insurance for the actual cash value of the Vehicle with a deductible not in excess of \$500. You are liable for the amount of the deductible.
- c. A policy of fire, theft and comprehensive insurance, each for the actual cash value of the Vehicle, with a deductible not in excess of \$500. You are liable for the amount of the deductible.

All insurance must be in a form and with companies acceptable to us. All insurance must identify us as an additional insured and loss payee. You shall furnish to us satisfactory evidence of the required insurance. You hereby give us a limited power of attorney to file a proof of loss on your behalf if you fail to do so and to accept and endorse any check or draft payable to you for settlement of any claim. Any insurance proceeds that we receive shall, at our discretion, (a) be applied to offset any amounts that may then be due under the terms of this Lease or (b) be used to make repairs to the Vehicle.

NOTICE: PHYSICAL DAMAGE OR LIABILITY INSURANCE FOR BODILY INJURY AND PROPERTY DAMAGE TO OTHERS IS NOT INCLUDED IN THIS LEASE.

9. Early Termination and Default. You may terminate this Lease at any time by giving 30 days prior written notice to us and by returning the Vehicle to us. We have the right to terminate this Lease upon your default, as defined in paragraph 25, or upon a casualty loss as set forth in paragraph 18.

Upon early termination of this Lease (except for early termination arising from a casualty loss to the extent covered by insurance), you must pay us:

- a. All unpaid amounts then due under this Lease; PLUS
- b. All remaining unpaid monthly rental payments scheduled to be due for the remaining Lease term; PLUS
- c. Any unpaid taxes relating to this Lease or your use of the Vehicle covering the time period through the date of termination (including taxes which may not have been billed to you prior to termination); PLUS
- d. Any expenses, fees (including attorneys' fees to the extent allowed by law), and costs incurred by us in connection with the repossession, storage, preparation of the Vehicle for sale, and disposition of the Vehicle; PLUS
- e. A termination charge of \$295; PLUS
- f. The residual value of the Vehicle as stated in paragraph 3; PLUS
- g. Any title fees and taxes incurred in connection with the early termination or sale of the Vehicle; LESS
- h. The unearned amount of the rent charge (shown in paragraph 3) determined on an actuarial basis (the Constant Yield Method) whereby the adjusted capitalized cost is reduced on each monthly due date by the difference between the base monthly payment and the part of the rent charge earned that month at a constant rate; LESS
- i. The realized value of the Vehicle (provided that we have obtained possession of the Vehicle).

For purposes of this Lease, if we calculate your early termination liability prior to selling the Vehicle, the realized value of the Vehicle shall mean the value of the Vehicle as determined by the trade-in value (with accessories) in the most current issue of the Central Region Edition of the N.A.D.A. Used Car Guide at the time of termination of this Lease. If we calculate your early termination liability after selling the Vehicle, realized value shall mean the price we receive for the Vehicle at sale.

We may apply some or all of your security deposit to what you owe.

If this Lease terminates by reason of your default, you may be charged interest at the maximum rate allowed by law on all sums due from the termination date to the date that we receive such sums.

... 30 days without our prior written consent. You shall not physically change the Vehicle's body or interior without first getting our written consent. Any parts that are added to the Vehicle that cannot be removed without harming the Vehicle or decreasing its value, shall become our property. You agree to allow us to inspect the Vehicle upon our request.

17. Safe Drivers. You represent that you have a valid driver's license and you agree that you shall permit the Vehicle to be operated only by drivers known by you to be safe, careful and validly licensed. You acknowledge that you are responsible for selecting and controlling any drivers of the Vehicle and all such drivers are conclusively presumed to be your agents. You shall require all drivers to operate the Vehicle with reasonable care, and in accordance with the terms of this Lease.

18. Loss, Destruction, Confiscation or Theft of Vehicle. If the Vehicle is lost, confiscated by any judicial or governmental authority, stolen or destroyed, you shall immediately notify us. If any of the foregoing events occurs, we may terminate this Lease. With respect to damage to the Vehicle, we reserve the right to make the conclusive determination as to whether the Vehicle is repairable. We may take possession of and dispose of any wreckage in any commercially reasonable manner and you will be liable for any resulting costs or additional amounts due. If we determine that the Vehicle is not repairable, it shall be considered a total loss. Otherwise, you will be obligated to make repairs to the Vehicle.

In the event of confiscation or if you do not have the insurance required under this Lease or your claim is denied, your liability upon termination of this Lease will be calculated as set forth in paragraph 9. If the Vehicle is stolen or destroyed, and the Vehicle is primarily for Personal, Family or Household use, and you have the insurance required under this Lease, and we receive the full proceeds, you will pay us the following in satisfaction of your obligations under this Lease: all past due amounts; PLUS excess mileage charges at the rate specified in paragraph 3 for all miles in excess of the allowable miles at the time of the loss; PLUS all monthly lease payments and other charges due hereunder until the time that we receive the insurance proceeds; PLUS the insurance deductible(s) and any other deductions made by the insurance company in connection with the claim; PLUS a \$100 processing fee to the extent it is permissible. You must continue to make all payments due under this Lease until we receive the insurance proceeds.

19. End of Lease Options. On termination of this Lease, whether by maturity, default or otherwise, if you do not purchase the Vehicle from us, you shall deliver it at such place as we shall specify. If you want to purchase the Vehicle at the end of the Lease term, you must provide us with written notice of your intent to purchase the Vehicle at least 30 days prior to the end of the Lease term. If you do not purchase the Vehicle, in addition to any other amounts that may be due, you shall pay us a termination fee in the amount indicated in paragraph 3 and any charges that are owed on account of excess mileage, plus any amount owed for excess wear and use.

You may not retain possession of the Vehicle beyond the Lease term unless (i) you purchase the Vehicle from us or (ii) we have agreed, in writing, to an extension of the Lease term. If you retain possession of the Vehicle beyond the Lease term without our written consent, you shall pay us a monthly amount equal to the monthly Lease payment plus any other amounts that may come due. Our acceptance of any post-Lease term payments or any post-default payments shall not be construed as our agreement to allow you to keep the Vehicle beyond the Lease term or as a waiver of any default. If upon termination of this Lease, you fail to return the Vehicle to us, you shall also pay us for any costs and expenses (including but not limited to repossession costs and attorneys' fees (to the extent allowed by law)) that we incur in recovering the Vehicle.

20. Standards of Wear and Use. If you do not purchase the Vehicle from us at the end of the Lease term, you shall return the Vehicle in as good condition as when first received, ordinary wear and tear excepted. The Vehicle must be legally operable and saleable under any applicable law. Should unreasonable or excess wear or use occur or should any parts or equipment be missing, damaged or inoperable, you shall pay us for repairs and replacements whether or not such repairs or replacements are made. Unreasonable or excessive wear and use shall include but not be limited to: (i) failure to comply with the manufacturer's maintenance and operational manual; (ii) failure to make satisfactory repairs; (iii) having any tire which is not part of a matching set of 5 or which has less than 1/8 inch of tread remaining at its shallowest point in each; (iv) suspension damage; (v) any scratches, dents, chips or rusted areas, (or series thereof) over one inch long or mismatched paint; (vi) broken or dented grill, cracked or broken windows or windshields or inoperative window mechanisms or broken head and tail lights; (vii) seats, headliners, door panels or carpeting which is worn or damaged beyond ordinary wear and tear or burned; (viii) frame damage; (ix) inoperable odometer. You shall also pay us a \$30 fee if the owner's manual and/or any maintenance books are missing.

You will also be responsible for any undisclosed or undetectable damage, which we may discover subsequent to the time that the Vehicle is returned to us, so long as we inform you of such damages within 30 days of the date that we accept the return of the Vehicle.

21. Notice of Accidents and Cooperation. You agree that you and your agents shall cooperate fully with us and any insurance carriers in the investigation and defense of any claim arising from the possession, operation or use of the Vehicle. You shall notify us within 24 hours after any accident.

22. Hold Harmless Agreement. You agree to defend, reimburse and to hold us harmless from and against any and all losses, claims, demands and expenses (including legal expenses to the extent allowed by law) and for any fines and penalties arising out of the condition, maintenance, use or operation of the Vehicle. This provision includes strict liability.

g. Any title fees and taxes incurred in connection with the early termination or sale of the Vehicle; LESS

h. The unearned amount of the rent charge (shown in paragraph 3) determined on an actuarial basis (the Constant Yield Method) whereby the adjusted capitalized cost is reduced on each monthly due date by the difference between the base monthly payment and the part of the rent charge earned that month at a constant rate; LESS

i. The realized value of the Vehicle (provided that we have obtained possession of the Vehicle).

For purposes of this Lease, if we calculate your early termination liability prior to selling the Vehicle, the realized value of the Vehicle shall mean the value of the Vehicle as determined by the trade-in value (with accessories) in the most current issue of the Central Region Edition of the N.A.D.A. Used Car Guide at the time of termination of this Lease. If we calculate your early termination liability after selling the Vehicle, realized value shall mean the price we receive for the Vehicle at sale.

We may apply some or all of your security deposit to what you owe.

If this Lease terminates by reason of your default, you may be charged interest at the maximum rate allowed by law on all sums due from the termination date to the date that we receive such sums.

To the extent that your liability upon termination of the Lease takes into account the realized value of the Vehicle, you may obtain, at your expense, a professional appraisal of the wholesale value of the Vehicle which could be realized at sale, from an independent third party agreeable to you and to us, within 10 days of the termination of this Lease or returning the Vehicle to us. The appraised value shall then be used in calculating your liability.

10. Option to Purchase the Vehicle Prior to the End of This Lease. You have an option to purchase the Vehicle prior to the end of the Lease term. The purchase price will be equal to the sum of the following:

- The sum of items a, b, c, d, f, and g in paragraph 9; LESS
- Item h in paragraph 9; PLUS
- A purchase option fee equal to 4% of the agreed upon value of the Vehicle as set forth in paragraph 3.

11. Security Interest. Except as may otherwise be prohibited by law, you grant us a security interest in the proceeds and refunds of any insurance policies, service contracts, or mechanical breakdown contracts on the Vehicle which were financed under this Lease. In addition, in the event that a court of law should make a determination that this Lease is a security agreement, you hereby grant to us a security interest in the Vehicle and all proceeds from the sale, casualty loss or other disposition thereof.

12. Ownership of Vehicle. This is a lease agreement — it is not a purchase agreement. You have no ownership rights in the Vehicle unless and until you exercise any right to purchase the Vehicle that you may have under this Lease and have paid us the purchase price for the Vehicle.

13. Late Charge, Returned Check Charge, AutoPay Return Charge, Due Date Charge and Unpaid Traffic Ticket Charge. Each monthly payment is due, in our office, by the due date set forth in paragraph 3. Any payment which we do not receive within 10 days of the due date shall be subject to a late charge of 5% of the unpaid portion of the amount due or \$5 whichever is greater, or the maximum allowed by applicable law, if less. All returned checks or returned AutoPay transactions will be subject to a charge of \$25 or the maximum allowed by applicable law, if less. Due date changes will be subject to a charge based on the rent charge in paragraph 3 divided by the lease term, divided by 30, times the number of days the payment is moved forward up to a maximum of 27 days, or the maximum charge allowed by applicable law, if less. All unpaid traffic tickets paid by us will be subject to a charge equal to the amount of the ticket plus \$25 or the maximum allowed by applicable law, if less.

14. Security Deposit. Unless otherwise required by applicable law: a) any security deposit taken in connection with this Lease will not be kept separate in a bank or earmarked; and b) no interest or profit on the security deposit will accrue to you. Any interest earned will be ours, and we shall have no obligation to account to you or credit you for such amounts.

We may apply all or part of your security deposit to your obligations under this lease. Any unused portion of the security deposit will be returned to you following the termination of this lease.

15. Maintenance of the Vehicle. At your own expense, you agree to:

- Maintain and service the Vehicle per the manufacturer's recommendations.
- Make repairs to the Vehicle. All repairs must be made with original equipment manufacturer parts or those of equal quality.
- Timely pay all expenses incurred in the use and operation of the Vehicle or related to this Lease, including but not limited to inspections, gasoline, oil, tires, storage, parking tickets, taxes, officials fees, towing, tolls and fines. Tax rates may change during the term of the Lease. You are responsible for the payment of all taxes relating to this Lease including any amounts exceeding the estimated taxes set forth in Section 4.
- Register and license the Vehicle as we direct. You will make sure that the Title and Registration show us as the owner of the Vehicle.

16. Use of Vehicle. You agree that you will not use or permit the Vehicle to be used (a) outside the United States; (b) for the transportation for hire of goods or passengers; (c) for any unlawful purpose; (d) in violation of any law or contrary to the provisions of any applicable insurance policy; or (e) outside the state of your present residence for a

damage; (v) any scratches, dents, chips or rusted areas, (or series thereof) over one inch long or mismatched panel; (vi) broken or dented grill, cracked or broken windows or windshields or inoperative window mechanisms or broken head and tail lights; (vii) seats, headliners, door panels or carpeting which is worn or damaged beyond ordinary wear and tear or burned; (viii) frame damage; (ix) inoperable odometer. You shall also pay us a \$30 fee if the owner's manual and/or any maintenance books are missing.

You will also be responsible for any undisclosed or undetectable damage, which we may discover subsequent to the time that the Vehicle is returned to us, so long as we inform you of such damages within 30 days of the date that we accept the return of the Vehicle.

21. Notice of Accidents and Cooperation. You agree that you and your agents shall cooperate fully with us and any insurance carriers in the investigation and defense of any claim arising from the possession, operation or use of the Vehicle. You shall notify us within 24 hours after any accident.

22. Hold Harmless Agreement. You agree to defend, reimburse and to hold us harmless from and against any and all losses, claims, demands and expenses (including legal expenses to the extent allowed by law) and for any fines and penalties arising out of the condition, maintenance, use or operation of the Vehicle. This provision includes strict liability.

23. Assignment. You will not assign or sublet any interest you have in the Vehicle or this Lease. Any attempted assignment on your part shall be void. You shall not permit any lien to attach to the Vehicle. We may assign or transfer our rights and interest under this Lease without notice to you. You agree that unless otherwise prohibited by applicable law, the rights of our assignee will be free of any claims you have against us.

24. Expenses Incurred by Lessor. We are not required to, but may take any action required to be done by you (without liability for anything done or omitted in taking the action) and incur any resulting expense. To the extent allowed by applicable law, this includes but is not limited to the acquisition of any required insurance, registration, repair, or payment of any tax, fine or fee. Any such expense incurred shall be repayable by you upon demand. The rights granted by this paragraph are not a waiver of any other rights that we have arising from your breach of any of the provisions of this Lease.

You shall be responsible for and shall reimburse us for all fees (including attorneys' fees to the extent allowed by law), costs and expenses that we incur resulting from your default.

25. Default. You will be in default of this Lease if:

- You fail to make any payment when it is due or when demand is made;
- You fail to perform any covenant, obligation or agreement herein;
- You or any Guarantor dies;
- You are in default on any other lease that you have with us;
- We determine that you have given us false or misleading information on any credit application, financial statement or in this Lease;
- The Vehicle is seized, levied or confiscated;
- You or Guarantor become insolvent or the subject of any bankruptcy or insolvency proceeding, or make an assignment for the benefit of creditors, or you are named in, or the Vehicle is subjected to a suit to appoint a receiver; or
- We determine that the Vehicle is in danger of misuse, confiscation, or unreasonable depreciation.

26. Lessor's Rights and Remedies upon Default. If you default, subject to any right to cure your default as may be provided by applicable law, we shall have all rights and remedies provided by law, and your right to use the Vehicle shall cease and you shall immediately return the Vehicle to us. We are authorized to enter any premises where the Vehicle is or may be found and take possession of the Vehicle together with its contents without notice, demand or legal proceeding. We may take temporary custody of anything found in the Vehicle. You may recover any personal property in the Vehicle within 10 days of repossession, otherwise it will be disposed of. You waive all claims for damages due to or arising from the taking of the Vehicle or its contents.

If this Lease terminates early due to your default, subject to your rights above, you shall be responsible for, and pay to us upon demand, all amounts owed pursuant to paragraph 9. Upon termination of this Lease, we may cancel any mechanical breakdown protection coverage and/or service contracts, obtain the refund for unearned premiums and apply it to amounts due hereunder.

27. No Waiver. Neither our delay or failure to insist upon the performance of any of the terms of this Lease, or our waiver of any breach of any of the terms of this Lease, shall be construed as a future waiver of any such terms.

28. Authority to Sign. If the Lessee is other than a natural person, the person signing this Lease on behalf of such entity hereby warrants that he/she has full authority from such entity to sign this Lease and to obligate the entity.

29. Severability. If any provision of this Lease shall be declared contrary to law, it is agreed that such provision shall be disregarded and this Lease shall continue in force as though such provision had not been incorporated herein.

30. Joint Lessees. If more than one Lessee signs this Lease, each Lessee acknowledges that their liability is joint and several. We may release one lessee without releasing any other lessee.

31. Mileage Disclosure. You agree to certify the mileage to us upon termination of this Lease, and to complete and return any odometer disclosure forms that we may send to you.

THE SCHEDULED IDAHO CERTIFICATE OF TITLE. THE LEGAL OWNERSHIP DOCUMENT FOR YOUR VEHICLE OR VESSEL. DO NOT CARRY IT IN YOUR VEHICLE OR VESSEL. KEEP IT IN A SECURE PLACE. UPON SALE OR TRANSFER OF THIS VEHICLE OR VESSEL, THE NEW OWNER MUST APPLY FOR TITLE WITHIN 30 DAYS TO AVOID A \$20.00 PENALTY.

LASALLE COLLAT AGENT
 PO BOX 8494
 ST LOUIS MO 63132

SOLD BY DEALER # 0862

21-4100

DETACH HERE 0001784168 DVS01182 2281

IDAHO CERTIFICATE OF TITLE						
VEHICLE IDENTIFICATION NUMBER 2GTEK19T3Y1251548		YEAR 2000	MAKE GMC	BODY MODEL PK TK	DESCRIPTION SIERRA	
2ND VEHICLE IDENTIFICATION NUMBER			ODOMETER READING 50 ACTUAL		DATE 03/04/2000	
TITLE NUMBER 009044486	PRINT DATE 04/25/2000	WEIGHT	LENGTH	WIDTH	HULL HORSEPOWER	PROPULSION
OWNER'S NAME AND ADDRESS FELCO TITLE TRUST LSR LEWANDOWSKI, MARTIN W LSE 1010 N COLE RD BOISE, ID 83704				OTHER PERTINENT DATA		
Assignment of Title Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.						
1 ODOMETER READING - Reading is actual unless indicated otherwise. (NO TENTHS) DATE: 03/04/2000		5 PURCHASER'S PRINTED NAME(S)				
<input type="checkbox"/> In Excess of Mechanical Limits <input type="checkbox"/> Not Actual - Warning: Odometer Discrepancy		<input type="checkbox"/> Exempt <input type="checkbox"/> No Devic				
2 DATE SOLD		3 SELLING PRICE		6 ADDRESS		
3 SELLER'S REPRESENTATIVE'S PRINTED NAME(S)		7 CITY		8 STATE		9 ZIP
4 I certify, to the best of my knowledge, that the odometer reading reflects the actual mileage, unless otherwise indicated. I also hereby release my interest and transfer ownership to the named purchaser. SELLER'S REPRESENTATIVE'S SIGNATURE A X B X		8 I am aware of the odometer certification made by the seller. PURCHASER'S REPRESENTATIVE'S SIGNATURE A X B X OR PURCHASER'S REPRESENTATIVE'S SIGNATURE (or representative's printed name)				
Lienholder Section						
9 FIRST LIEN LASALLE COLLAT AGENT PO BOX 8494 ST LOUIS, MO 63132 RECORDED 04/17/2000			10 SECOND LIEN			
SIGNATURE RELEASING LIEN			DATE		11 NEW LIENHOLDER'S NAME	
12 ADDRESS			13 CITY STATE ZIP			

4-99TW \$2.00 Fee NOTICE OF RELEASE OF LIABILITY \$2.00 Fee
 PLEASE PRINT CLEARLY — ALL INFORMATION MUST BE COMPLETE — NOTIFICATION BY SELLER IS MANDATORY

Vehicle Identification Number (VIN) 2GTEK19T3Y1251548	Year 2000	Make GMC	Body Style PK	Title Number 009044486	
Seller's Full Name: _____		City: _____		Phone Number: _____	
Address: _____		State: _____		Zip: _____	
Odometer: _____		Selling Price: \$ _____	Date Vehicle Delivered to Purchaser: _____		
Purchaser's Full Name: _____					
Address: _____		City: _____		State: _____ Zip: _____	

I/we hereby request that the Idaho Transportation Department mark its motor vehicle records to indicate that I/we have transferred the vehicle described above under the provisions of Section 49-52b, Idaho Code, which addresses vehicle transfers. However, I/we understand that the motor vehicle record will remain in my name until a new Idaho Certificate of Title is applied for and issued recording the name of the new owner.

X _____
 (Signature of Seller(s))

— SEE REVERSE SIDE FOR MAILING/PAYMENT INSTRUCTIONS —

BRICE VANDER LINDEN & WERNIC P.C.

Attorneys & Counselors

9441 LBJ Freeway, Suite 350 ■ Dallas, Texas 75243 ■ (972) 643-6600 ■ (972) 643-6698 (Fax)

July 25, 2000

Jake W. Peterson
Attorney at Law
1215 West Hays Street
Boise, Idaho 83702

RE: Creditor: Franklin Equity Leasing Co.
 Debtor(s): Martin Wayne Lewandowski and Sharon April Lewandowski
 Case No.: 00-01480
 Lease No.: 2104100LEWMAR01
 Our File No.: 7114-N-0019
 Collateral: 2000 GMC Sierra Pickup
 2GTEK19T3Y1251548

We represent FELCO in this matter. Our client has requested that we obtain the following:

Proof that the collateral is properly insured. Please note that this is a lease agreement, the terms of which provide specific insurance requirements, including liability coverage, which may significantly exceed state mandates. In order to determine if our client's interest in the collateral is adequately protected as required by 11 U.S.C. §361 of the United States Bankruptcy Code, we require evidence in the form of a copy of the policy, binder or declaration page which provides the following information:

- Designation of our client as Loss Payee
- Expiration date of policy
- Terms of coverage
- Effective date of policy
- Description of property being insured

Resolution of lease payment delinquency. Our client's records reflect the lease to be more than 30 days in default. Please call our office so that we may discuss the apparent default and Debtors' proposals for resolution.

This letter is an attempt to collect a debt and any information obtained will be used for that purpose. You may dispute the validity of the debt, or any portion thereof. If you do so, in writing, within thirty (30) days of the receipt of this letter, we will obtain and provide you with a verification of debt. If you do not do so within thirty (30) days, the debt will be assumed to be valid. Likewise, you may request us, in writing, to furnish you the name and address of the original creditor, if different from the creditor named above. If you do so within thirty (30) days from the receipt of this letter, we will be pleased to furnish it to you.

If you have any questions, please do not hesitate to contact us.

Very truly yours,



David M. Goss
Administrative Assistant
Bankruptcy Services
Phone : (972) 643-6674
Fax : (972) 643-6698
E-mail : DMG@BKCYLAW.COM

Attachments: Assumption/Reaffirmation Agreement
 Proof of Claim