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MAILED  
OCT -2 AM 11:50  
CLERK OF DISTRICT COURT  
BOISE, IDAHO

Attorney for Creditor / Conseco  
Our File No. 09-33460

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF IDAHO

IN RE: )  
 ) Chapter 13  
CLYDE V. HALE, )  
 ) Case No. 99-42056  
 )  
 ) **AMENDED**  
 ) **PROOF OF CLAIM**  
 )  
 Debtor(s). )  
\_\_\_\_\_ )

Name and Mailing Address of Creditor: Conseco  
3601 Minnesota Dr., Ste. 900  
Bloomington, MN 55435  
#79332929

This Claim amends a previously filed Claim dated: January 3, 2000

1. Basis for Claim:
- Goods Sold
  - Money Loaned
  - Services Performed
  - Personal Injury / Wrongful Death
  - Taxes
  - Assignment
  - Retiree Benefits as defined in 11 U.S.C. 1114(a)
  - Wages, Salaries and Compensations
  - S.S. # \_\_\_\_\_
  - Unpaid Compensation for Services Performed from \_\_\_\_\_ to \_\_\_\_\_

*Amends # 2*

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2. Date debt incurred: September 2, 1999

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3. If Court Judgment, date obtained: \_\_\_\_\_

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4. **Secured Claim:** \_\_\_\_\_  
Description of collateral: \_\_\_\_\_  
(See attached exhibits.)  
Amount of arrearages and other charges at time case was filed included in secured claim above, if any: \$ \_\_\_\_\_.

**Unsecured Claim: \$116,847.71**

**Unsecured Priority Claim: \$ \_\_\_\_\_**

\_\_\_\_\_ Wages, salaries, or commissions (up to \$4000, earned not more than 90 days before the filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier) 11 USC 507(a)(3)

\_\_\_\_\_ Contributions to an employee benefit plan 11 USC 507(a)(4)

\_\_\_\_\_ Up to \$1800 of deposits towards purchase, lease, or rental of property or services for personal, family, or household use 11 USC 507(a)(6)

\_\_\_\_\_ Taxes or penalties of governmental units 11 USC 507(a)(7)

\_\_\_\_\_ Other - Specify applicable paragraph of 11 USC 507(a)

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**5. TOTAL AMOUNT OF CLAIM AT THE TIME THE CASE WAS FILED:**

Unsecured: \$116,847.71 Secured: \$0.00 Priority: \$ \_\_\_\_\_ **TOTAL: \$116,847.71**

\_\_\_\_\_ Check if claim includes charges in addition to the principal amount of the claim.

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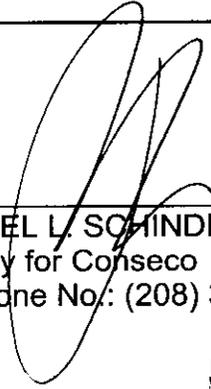
6. CREDITS AND OFFSETS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, Claimant has deducted all amounts that Claimant owes to the Debtor(s).

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7. Supporting documents are attached.

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DATED this 27th day of September, 2000.

  
\_\_\_\_\_  
MICHAEL L. SCHINDELE  
Attorney for Conseco  
Telephone No: (208) 342-2241

Seller:

Buyer:

Assignee:

Great Basin GMC Truck, Inc.
Name
2300 S 4400 W
Address
West Valley City, UT 84120
City, State, ZIP Code

79332929
CLYDE HALE
Full Legal Name
1368 GALENA CT
Address and Principal Place of Business
TWIN FALLS, ID 83301
City, State, ZIP Code

GREEN TREE FINANCIAL SERVICING
CORPORATION
3601 Minnesota Drive
9th Floor
Bloomington, MN 55435

1. PURCHASE AND SALE. Seller hereby sells, and Buyer hereby purchases, the vehicle and/or other equipment described below (the "Equipment"):

See Exhibit A

Year

Make/Model

Vehicle Identification Number

SUMMARY OF TRANSACTION

Table with 2 columns: Description and Amount. Rows include Cash Sale Price, Trade-In, Cash Down Payment, Amount Paid to Public Officials, Amount Paid to Insurance Companies, Other Amounts Paid, Amount Financed, Finance Charge, Total of Payments, and Time Sale Price.

2. PAYMENT. (a) Time Price. Buyer has been offered the opportunity to purchase the Equipment for the "Cash Sale Price" set forth above, but has elected to purchase the Equipment on a time price basis on the terms and conditions of this agreement.

Buyer agrees to pay the Time Balance on the following schedule:

Table with 3 columns: Number of Payments, Amount of Payments, Due Date of Payments. Amount of Payments is See Exhibit B.

(b) Prepayment. Buyer may prepay this agreement in full or in part at any time. Any partial prepayment will not excuse any later scheduled payments until the agreement is paid in full.

(c) Late Payments and Returned Checks. If Buyer fails to make any payment when due, Buyer will pay Seller a late charge after days, equal to % of the late payment or the maximum amount allowed by law.

(initials) CVH

EXHIBIT

Commercial Installment Contract and Security Agreement

EXHIBIT A (Equipment Description)

This Exhibit A (Equipment Description) is attached to and a part of the Commercial Installment Contract and Security Agreement dated Thursday, September 02, 1 between CLYDE HALE ("Buyers") and Great Basin GMC Truck, ("Sellers") which has been assigned to Green Tree Financial <sup>Inc</sup> Servicing Corporation ("Assignee").

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Year	Make/Model	Identification No.	License No./Year	GVW or New/Used
2000	VOLVO / VNL64T770	4V4ND3TL3YN236209	2000	New

CLYDE HALE

Commercial Installment Contract and Security Agreement  
EXHIBIT B (Payment Schedule)

This Exhibit B (Payment Schedule) is attached to and a part of the Commercial Installment Contract and Security Agreement dated Thursday, September 02, 1999 between CLYDE HALE ("Borrower") and Green Tree Financial Servicing Corporation ("Creditor").

Number of Payments	Amount	Due Date of Payments
59	\$ 2,522.61	10/20/99
1	\$ 2,522.43	9/20/04

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\_\_\_\_\_  
CLYDE HALE

3. TRADE-INS. If Buyer has traded in any property, Buyer represents that the following description of it is accurate, Buyer has title to it, and has delivered it to Seller free from any security interest or other lien.

See Exhibit C

Year

Make/Model

Vehicle Identification Number

4. SECURITY. To secure the payment and performance of Buyer's obligations under this agreement and any other obligation or liability of Buyer to Seller, whether absolute or contingent and whether now existing or later arising (the "Secured Obligations"), Buyer grants to Seller a security interest in the Equipment, together with any and all parts, accessories, repairs, improvements, and/or accessions now or hereafter attached to the equipment, insurance premiums financed by Seller, proceeds for any insurance covering the Equipment and all proceeds of the foregoing (collectively, the "Property"). As additional collateral for the Secured Obligations, Buyer also grants to Seller a security interest in all other property which may now or hereafter secure any indebtedness of Buyer to Seller.

5. PROPERTY INSURANCE.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS AGREEMENT.

PHYSICAL DAMAGE INSURANCE COVERING THE PROPERTY IS REQUIRED as described in paragraph 7(e). Buyer has the option of furnishing the required insurance through an agent or broker of Buyer's choice licensed in this state.

Check One:

X Buyer requests and authorizes Seller to obtain the insurance coverage checked below on the Property for 60 months from the date of this agreement, and for the premium of \$0.00, with the deductibles indicated below:

\$0.00 deductible fire, theft, combined additional coverage, and \$0.00 deductible collision; or \$0.00 deductible comprehensive and \$0.00 deductible collision.

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X Buyer has obtained the required coverages through: Green Tree Insurance (Name of Insurance Company)

(Agent's Name and Address)

6. CREDIT INSURANCE. CREDIT INSURANCE is not required to obtain credit, is not a factor in the approval of credit, is not required by Seller and is for the term of the credit only.

Check One: Credit Life: Premium: \$ 0.00 Term: 0; Credit Disability: Premium: \$ 0.00 Term: 0; Joint Credit Life: Premium: \$ 0.00 Term: 0; Joint Credit Disability: Premium: \$ 0.00 Term: 0

By signing below, Buyer indicates its election to purchase credit insurance:

(Buyer: Each Buyer insured must sign) (Date)

(Buyer: Each Buyer insured must sign) (Date)

7. REPRESENTATIONS AND COVENANTS. Buyer warrants, represents and agrees that:

(a) Authority. Buyer is (X) an individual ( ) general partnership ( ) limited partnership ( ) corporation ( ) limited liability company ( ) limited liability partnership. Buyer has full power, right and authority to execute, deliver and perform this agreement and any other instrument or agreement related to this agreement.

(b) Location. Buyer's principal place of business is located at the address set forth above. Buyer will provide Seller with ten (10) days prior written notice of any change in the location of Buyer's principal place of business. Buyer will keep the Property at the address set forth above and will not remove the Property from such location without the prior written consent of Seller, except that an item of Property which is mobile and of a type normally used at more than one location may be used by Buyer in other locations in the ordinary course of business. Upon Seller's request, Buyer will provide Seller with a written statement of the current location of the Property and will permit Seller to inspect the Property at any reasonable time.

(c) Title. Buyer is the owner of the Property, free of all liens, claims, encumbrances and security interests other than security

interests in favor of Seller. Buyer shall defend the Property against the claims and demands of all persons other than Seller, and shall promptly pay all taxes, assessments and other government charges upon or against Buyer or the Property. Buyer will not grant a lien in the Property to any party other than Seller. Buyer will not sell, transfer, rent, lend, lease, grant a security interest in, or otherwise dispose of or encumber, or permit the disposal or encumbrance of, the Property without Seller's prior written consent.

(d) Certificate of Title; Security Interest. Buyer agrees, at its own cost and expense, to take all necessary or expedient action required to perfect and preserve the security interest of Seller and to cause any certificate of Title covering the Property to identify Seller as the holder of a security interest in the Property. At Seller's request and Buyer's expense, Buyer will promptly execute, endorse and deliver title to Seller. If permitted by law, Buyer agrees that a carbon, photographic or other reproduction of this agreement or of a financing statement may be filed as a financing statement.

(e) Insurance. Buyer will at all times bear the risk of loss or damage to or destruction of the Property. Buyer will continuously maintain insurance on the Property, for the greater of the full

(initials) CVH

EXHIBIT

insurable value of the Property or the unpaid balance of this contract, during the term of this agreement, in the form of fire insurance with combined additional coverage and collision, theft and/or vandalism and malicious mischief coverage, plus such other insurance as Seller may specify from time to time, all in form and amount and with insurers satisfactory to Seller. Buyer agrees to deliver promptly to Seller certificates or, if requested, policies of insurance satisfactory to Seller, each with a standard long-form loss-payable endorsement naming Seller and assigns as loss-payee as their interest may appear. Each policy shall provide that Seller's interest therein will not be invalidated by the acts, omissions or neglect of anyone other than Seller, and will contain insurer's agreement to give at least ten (10) days prior written notice to Seller before cancellation of or any material change in the policy will be effective as to Seller, whether such cancellation or change is at the direction of Buyer or insurer. Seller's acceptance of policies in lesser amounts or risks will not be a waiver of Buyer's obligation under this paragraph. Buyer assigns to Seller all proceeds of such insurance, including returned and unearned premiums, up to and including the amount owing hereunder by Buyer. Buyer directs all insurers to pay such proceeds directly to Seller and authorizes Seller to endorse Buyer's name to all insurance remittances without the joinder of Buyer.

(f) **Covenants.** Buyer shall (i) at all times use the Property solely for business purposes; (ii) keep the Property in good condition and repair, normal depreciation excepted; (iii) from time to time replace any worn, broken or defective parts thereof; (iv) promptly notify Seller of any loss of or material damage to the Property; (v) not permit any Property to be used or kept for any unlawful purpose or in violation of any federal, state or local law; (vi) keep accurate and complete records pertaining to the Property and Buyer's business and financial condition, and submit to Seller as soon as available, and in any event within 120 days after the end of each fiscal year of the Buyer, the Buyer's annual financial statements, and submit to Seller such other periodic reports concerning the Property and Buyer's business and financial condition as Seller may from time to time request; (vii) at all reasonable times permit Seller and/or its representatives to examine and inspect the Property, and to examine, inspect and copy Buyer's records pertaining to the Property and Buyer's business and financial condition; (viii) not merge or consolidate with or into, or sell all or substantially all of its property to, any other entity without Seller's prior written consent; and (ix) not make any significant change to the Property without Seller's prior written consent.

(g) **Limited Power of Attorney.** If Buyer at any time fails to perform or observe any of Buyer's obligations under this agreement, Seller may, in the name and on behalf of Buyer or, at its option, in its own name, perform or observe such obligation and take any action which Seller may deem necessary or desirable to cure or correct such failure. Buyer irrevocably authorizes Seller and grants Seller a limited power of attorney in the name and on behalf of Buyer or, at its option, in its own name, to execute, deliver and file any and all financing statements, title applications, insurance applications, and other writings, and to take any other action deemed by Seller to be necessary or desirable to establish, perfect, protect or enforce its security interest. All advances, charges, costs and expenses, including reasonable attorneys' fees, incurred or paid by Seller in the protection and exercise of any rights or remedies under this agreement, together with interest thereon from the date incurred or paid by Seller at the rate in this contract, shall be secured by the Property and shall be paid by Buyer to Seller on demand.

**8. DEFAULT.** Time is of the essence of this agreement. An event of default shall occur if: (i) Buyer fails to pay when due any amount owed by it to Seller or to any affiliate of Seller, whether hereunder or under any other instrument or agreement; (ii) Buyer fails to perform or observe any other term or provision to be performed or observed by it hereunder, or under any other

instrument or agreement furnished by Buyer to Seller or to any affiliate of Seller, or otherwise acquired by Seller or any affiliate of Seller; (iii) any representation or warranty made by Buyer hereunder, or under any other instrument or agreement furnished by Buyer to Seller or to any affiliate of Seller, or otherwise acquired by Seller or any affiliate of Seller, shall be inaccurate or incomplete in any material respect; (iv) any of the Property is lost or destroyed; (v) Buyer fails to pay when due any indebtedness owing to any party other than Seller or any of Seller's affiliates; (vi) a change shall occur in the ownership of the majority of stock, partnership or other equity interest in the Buyer; (vii) Buyer becomes insolvent or ceases to do business as a going concern; (viii) Buyer makes an assignment for the benefit of creditors or takes advantage of any law for the relief of debtors; (ix) a petition in bankruptcy or for an arrangement, reorganization, or similar relief is filed by or against Buyer; (x) any property of Buyer is attached, seized, or levied upon, or a trustee or receiver is appointed for Buyer or for a substantial part of Buyer's property, or Buyer applies for such appointment; or (xi) Seller in good faith believes that the prospect of payment or performance hereunder is impaired or insecure.

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**9. REMEDIES.** Upon the occurrence of an event of default, and at any time thereafter as long as the default continues, Seller may, at its option, with or without notice to Buyer (i) declare this agreement to be in default, whereupon the Secured Obligations will become immediately due and payable, (ii) declare all other debts then owing by Buyer to Seller or to any affiliates of Seller to be immediately due and payable, (iii) cancel any insurance and credit any refund to the Secured Obligations, and (iv) exercise all of the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable laws, including the right to require Buyer to assemble the Property and other collateral and deliver it to Seller at a place to be designated by Seller which is reasonably convenient to both parties. Buyer agrees to pay on all sums due interest at the highest permissible rate of interest allowed under the Usury Statutes of the State of Minnesota, other applicable law, or, in case no such maximum rate of interest is provided, at the rate of eighteen percent (18%) per annum, on all payments and other sums due Seller hereunder not paid within ten (10) days from the date the same became due and payable, accruing until all such sums are paid in full. Any property other than Property and other collateral which is in or upon the Property at the time of repossession may be taken and held without liability until its return is requested by Buyer. Unless otherwise provided by law, any requirement of reasonable notice which Seller may be obligated to give regarding the sale or other disposition of Property or other collateral will be met if such notice is mailed to Buyer at its address set forth above at least ten (10) days before the time of sale or other disposition. Seller may buy at any sale and become the owner of the Property or other collateral. Buyer agrees to pay all expenses of retaking, holding, preparing for sale, and selling, including the reasonable fees of any attorneys retained by Seller and all other legal expenses incurred by Seller to the extent permitted by law. Buyer agrees that it is liable for and will promptly pay any deficiency resulting from any disposition of Property or other collateral after default.

**10. ARBITRATION:** All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by Seller with Buyer's consent. This agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND**

... WAIVE AND AGREE THAT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY SELLER (AS PROVIDED HEREIN). The parties agree and understand that all disputes arising under case law, statutory law and all other laws including, but not limited to, all contract, tort and property disputes will be subject to binding arbitration in accord with this Contract. The parties agree that the arbitrator shall have all powers provided by the law, the Contract and the agreement of the parties. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything hereunto the contrary, Seller retains an option to use judicial (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to any Property secured in a transaction underlying this arbitration agreement to enforce the monetary obligation secured by the Property or to foreclose on the Property. The institution and maintenance of a lawsuit to foreclose upon the Property, to obtain a monetary judgment or enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought by Seller pursuant to this provision.

#### 11. MISCELLANEOUS.

(a) **Waiver; Delay; Amendment.** No delay or failure by Seller in the exercise of any right or remedy shall constitute a waiver thereof, and no single or partial exercise by Seller of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy; all of Seller's rights are cumulative and not alternative. No waiver or change in this agreement or in any related contract shall bind Seller unless in writing signed by one of its officers. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted herefrom but shall not invalidate the remaining provisions hereof. Buyer waives all exemptions to the extent permitted by law. The term "Seller" shall include any assignee of Seller. All of the terms and provisions of this agreement shall apply to and be binding upon Buyer, its heirs, personal

(e) **Usury Savings Clause.** The parties agree, that in any event, the interest to be paid by Buyer shall not exceed the maximum amount permitted under applicable law. If, from any circumstances whatsoever, interest is paid to Seller at a rate determined to be in excess of that permitted by applicable law, then such interest shall be reduced to the maximum permitted under applicable law and such excess already collected shall be applied to reduce the principal amount of the obligation set forth herein or if the excess exceeds the principal balance, then, to the extent of such excess, refunded to the Buyer.

(f) **Assignment.** Seller may assign this agreement to the Assignee identified above. If Seller assigns this agreement to Assignee, Assignee will have all Seller's rights under this agreement including Seller's security interest in the Property, and Buyer will make all payments due under the agreement to Assignee. All references to "Seller" shall mean Assignee. Buyer will not assert against Assignee any claim or defense Buyer may have against the "Seller" identified above.

#### NOTICE TO BUYER

1. DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.
3. UNDER THE LAW YOU HAVE A RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE.
4. KEEP THIS CONTRACT TO PROTECT YOUR LEGAL RIGHTS.

representatives, successors and assigns and shall inure to the benefit of Seller, its successors and assigns. Buyer may not assign this agreement without the prior written consent of Seller.

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(b) **Governing Law.** This agreement is made and to be performed in the State of Minnesota. This agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Minnesota, except to the extent that the validity or perfection of the security interest in the Property or other collateral, or remedies hereunder, are governed by the law of any jurisdiction other than the State of Minnesota.

(c) **Disclaimer.** Buyer acknowledges that the Property was delivered to and accepted by Buyer in satisfactory condition. If the Property is new, there are no warranties other than those that may be made by the manufacturer of the Property. If the Property is used, it is sold "AS IS." UNLESS PROHIBITED BY LAW, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY, WORK-MANSHIP, DESIGN, MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, unless such warranties are in writing and signed by Seller, Seller shall not under any circumstances be liable for loss of anticipatory profits or consequential damages of any kind. Buyer acknowledges that it has no right to, and will not seek to, arbitrate or litigate any claim relating to the condition of the Property.

(d) **Joint Liability.** If this agreement is signed by more than one person as Buyer, the term "Buyer" shall refer to each of them separately and all of them jointly. Each Buyer shall be obligated severally and jointly under this agreement. The term "Secured Obligations" shall mean all debts owed to Seller by each Buyer, jointly or individually.

(g) **Credit Information.** Buyer authorizes Seller to obtain credit information about Buyer from time to time and to report to third parties Seller's credit experience with Buyer.

(h) **Attachments.** Any exhibits or addenda attached to this agreement form a part of this agreement.

(i) **Power of Attorney.** Buyer hereby appoints Assignee as attorney-in-fact for the purpose of (i) signing any title or certificate of ownership issued by the appropriate Division of Motor Vehicles for transferring the registration covering the Equipment or reflecting Assignee's security interest, (ii) signing any Uniform Commercial Code ("UCC" Financing Statements or related filings for the Equipment; and (iii) endorsing any checks, cashier's checks, money orders or the like reflecting insurance proceeds for loss occurring to the Equipment.

Dated 9/2/99

BUYER:

X [Signature]  
By: CLYDE HALE  
Title: Individual  
SS#/Tax ID # 5-48-5139 005-48-5139 CVN

BUYER:

X  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
SS#/Tax ID # \_\_\_\_\_

Subscribed and sworn to before me this 2<sup>nd</sup> day of 9, 99.

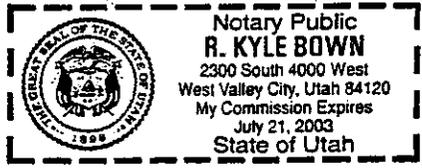
By: [Signature]  
Notary Signature  
My commission expires: July 21, 2003

SELLER:

X [Signature]  
By: Great Basin GMC Truck, Inc.

79332929

Notary Stamp Here



EXHIBIT

ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby sells, transfers and assigns the Contract to Green Tree Financial Servicing Corporation ("Assignee"), its successors and assigns, including all right, title and interest in, to and under the Contract, any Collateral described therein, any guarantee executed in connection with the Contract and any insurance proceeds related to the Contract. Seller grants Assignee full power to take all legal or other actions which Seller could have taken to enforce the Contract, either in Seller's or Assignee's name. This Assignment is subject to acceptance by Assignee at its offices.

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You represent and warrant to us that: (a) the Contract represents a sale by you to Buyer on a time price basis and not on a cash basis; (b) the statements, representations and warranties contained in the Contract and any guaranty related thereto are true and correct, you have no knowledge of any facts impairing the validity of the Contract, any guaranty related thereto, or their value and no part of the indebtedness represented thereby is past due; (c) the down payment was made by Buyer in the manner stated in the Contract and no part of the down payment was loaned or paid to Buyer by you or your representatives; (d) the Property is accurately described in the Contract and all of your obligations to the Buyer relating to the sale and delivery of Property or services under the Contract have been fully performed; (e) the sale was completed in accordance with all applicable federal, state and local laws and regulations; (f) the Contract and any guaranty related thereto is genuine, valid and enforceable in accordance with its terms and the parties are not minors and have the legal capacity to contract; (g) the names and signatures on the Contract are not forged, fictitious or assumed, and are true and correct; (h) the Contract and any guaranty related thereto are not subject to any claims, defenses or offsets on the part of Buyer or any guarantor; (i) a completely filled-in copy of the Contract was delivered to Buyer at the time of execution; (j) the Property has been delivered to Buyer in good condition and has been accepted by Buyer; (k) insurance in such amounts and of such coverage as you required or Buyer selected in the Contract is effective in respect of the Property described in the Contract; (l) You have good and valid title to the Contract and the full right and authority to sell it to us; (m) the security interest and reservation of title evidenced by the Contract are valid, first prior to all others and effective against all persons; We have caused or will promptly cause such actions or procedures to be taken as are required or permitted by statute or regulation to perfect such security interest and reservation of title in our favor, including without limitation, filing financing statements, recording documents and obtaining Certificates of Title disclosing our interest; (n) the Property described is free of all liens and encumbrances except the lien created by the Contract; (o) the credit application for the Contract is true and correct to the best of your knowledge; (p) any insurance premiums or charges included in the Contract by you have or will be paid to the applicable insurer and such insurer shall be notified to list us as loss payee; (q) where you receive insurance agency commissions, you are licensed or have employees licensed as agents to solicit the sale of credit life or credit accident and health or physical damage insurance as required by state insurance law; and (r) the Contract has been validly transferred to us.

If any of these representations or warranties is breached or untrue, you unconditionally agree, upon our demand, to repurchase the Contract from us, in cash, in an amount equal to the unpaid Time Balance, less finance charges refundable upon a prepayment in full of the Contract, plus our costs and expenses, including, but not limited to, expenses of collection, repossession, transportation and storage and attorney's fees and costs (the "Repurchase Price"). You agree to defend and indemnify us for any loss sustained by us arising out of a breach of the foregoing representations or warranties or any other claim of Buyer against you. If you are in default on any such representation or warranty, then we may hold and apply any of your monies which comes into our possession against any amount owing by you to us.

Seller covenants to give Assignee immediate written notification of any change in the trade names, place or places of business, type of ownership, type of business, principal owners or manager of Seller.

Seller waives notice of the acceptance of this Assignment, notice of nonpayment or nonperformance and notice of any other remedies available to Assignee against Buyer under the Contract. Assignee may, without notice to Seller, and without affecting the liability of Seller under this Assignment, compound or release any rights against, and grant extensions of time for payment to be made, to Buyer and any other person obligated under the Contract. This Assignment shall be governed by the laws of the State of Minnesota.

IN CONSIDERATION OF ASSIGNEE'S AGREEMENT TO TAKE ASSIGNMENT OF THE CONTRACT, SELLER AGREES TO PROVIDE THE FOLLOWING RECOURSE TO ASSIGNEE:

X 1. NO RECOURSE: Seller provides and Assignee accepts no recourse on this transaction other than as described above for Assignee's breach of a representation or warranty.

\_\_\_ 2. FULL REPURCHASE: In addition to the remedies provided above, Seller agrees that if Buyer defaults on any obligation of payment or performance under the Contract, Seller will, upon demand, repurchase the Contract for the full amount of the Repurchase Price.

\_\_\_ 3. LIMITED STEPPED REPURCHASE RECOURSE: Seller agrees that if Buyer defaults on any obligation of payment or performance under the Contract prior to the expiration of the term of the Contract, Seller will, upon Assignee's demand, pay to Assignee the Recourse Amount which is the product of the applicable percentage multiplied by the original amount paid by Assignee for the Contract. Assignee may choose, in its sole discretion, to have Seller pay the Recourse Amount without Assignee repossessing the property. The calculation of the Recourse Amount shall be adjusted to limit the applicable percentage of the original funded amount (the "Percentage") to be considered for the above calculation, based upon when the Buyer defaults on the Contract: If the default by the Buyer occurs prior to the receipt of the \_\_\_ payment due, the Percentage will be \_\_\_%; If the default by the Buyer occurs prior to the receipt of the \_\_\_ payment due, the Percentage will be \_\_\_%; If the default by the Buyer occurs prior to the receipt of the \_\_\_ payment due, the Percentage will be \_\_\_%; If the default by the Buyer occurs prior to the receipt of the \_\_\_ payment due, the Percentage will be \_\_\_%.

\_\_\_ 4. PARTIAL DEFINED FIXED RECOURSE: Seller agrees that if Buyer defaults on any obligation of payment or performance under the Contract prior to receipt of the \_\_\_ monthly payment ("Recourse Period"), Seller will, upon demand by Assignee, pay to Assignee \_\_\_% of the original amount paid by Assignee for the Contract. However, if Buyer defaults on the Contract (as defined therein) during the Recourse Period, in the event Buyer cures the default, or Assignee does not accelerate the Contract and demand Seller's payment of its recourse obligation, Seller's recourse obligation shall automatically extend to the full term of the Contract.

\_\_\_ 5. PARTIAL DEFINED DECLINING RECOURSE: Seller agrees that if Buyer defaults on any obligation of payment or performance under the Contract prior to receipt of the \_\_\_ monthly payment ("Recourse Period"), Seller will, upon demand by Assignee, pay to Assignee \_\_\_% of the Repurchase Price of the Contract. However, if Buyer defaults on the Contract (as defined therein) during the Recourse Period, in the event Buyer cures the default, or Assignee does not accelerate the Contract and demand Seller's payment of its recourse obligation, Seller's recourse obligation shall automatically extend to the full term of the Contract.

EXHIBIT

Assignee shall be entitled to partial repayment under the terms of any of the applicable recourse provisions set forth above in the event Assignee suffers a loss due to Buyer filing for, or having filed against it, a petition under Federal Bankruptcy laws and the Bankruptcy Court's issuance of any order adversely affecting the value of the property subject of the Contract or Assignee's entitlement to payments under the Contract. Any such partial repayment shall not extinguish or otherwise affect Seller's continuing recourse obligations set forth in the applicable recourse provision.

Seller's recourse obligation set forth herein is subject to Assignee's reasonable good faith effort to take control of the Property. Assignee shall turn over to Seller, or its designee, the Property at its earliest convenience. In any event, if Seller is not able, through its reasonable good faith efforts, to take control of the Property within ninety (90) days of default by Buyer, Seller's recourse obligation shall immediately be due and payable to Assignee.

SELLER

Great Basin GMC Truck, Inc.

(Dealer)

9/2/99

By:

Signature

Date

Title:

79332929

*Waren Snow*  
*Controller*

EXHIBIT

79332929

**CERTIFICATE OF ORIGIN FOR A VEHICLE**

**VOLVO**

Volvo Trucks North America, Inc.

DATE  
08/25/99

INVOICE NO.  
236209

VEHICLE IDENTIFICATION NO.  
4V4ND3TL3YN236209

YEAR  
2000

MAKE  
VOLVO

BODY TYPE  
TRACTOR

SHIPPING WEIGHT

H.P. (S.A.E.)  
600

G.V.W.R.  
51200

NO. CYLS.

SERIES OR MODEL  
VNL64T770

N.T.R.  
6

ENGINE CERTIFIED FOR USE IN ALL STATES

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.  
NAME OF DISTRIBUTOR, DEALER, ETC.

GREAT BASIN TRUCKS INC.

PO BOX 701050

WEST VALLEY CIT UT 84170

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

VOLVO TRUCKS NORTH AMERICA, INC.

VT0064011

BY: Margaret J. [Signature]  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (AGENT)

PO BOX 26115 GREENSBORO NC 27402  
CITY - STATE

EXHIBIT