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U.S. COURTS
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REC'D
CAMERON E. BURKE
CLERK
IDAHO

RR#65845

Attorneys for Claimant GMAC

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF IDAHO

In Re:)
) BK Case No. 98-41202
)
TIMOTHY GR CLARKSON, dba, Castle) **MOTION TO VACATE**
Electric, and ANGELA M. CLARKSON,) **AUTOMATIC STAY AND FOR**
) **REJECTION OF LEASE**
)
Debtors.)
)
_____)

COMES NOW General Motors Acceptance Corporation, and moves the court to vacate the automatic stay of 11 USC 362 and for rejection of the personal property lease under 11 USC 365 against the debtor and in support thereof alleges:

1. GMAC is a corporation organized under the provisions of the law of Delaware and is duly qualified to do business in the State of Idaho.
2. Debtors are residents of Bonneville County, Idaho, and filed a petition in this court for relief under Chapter 13 of Title 11, United States Code on October 7, 1998.
3. L.D. Fitzgerald is the trustee of the above entitled estate.
4. On March 26, 1998, debtors leased from Smith Chevrolet, Co., of Idaho Falls, Idaho the following described personal property: 1998 Chevrolet VIN

26

ORIGINAL

1GCEK19R9WR138695. A true and correct copy of the agreement executed by the debtors is attached hereto and made a part hereof.

5. The right, title and interest of Smith Chevrolet, Co., was assigned to GMAC, and GMAC is the holder of the security interest in and to such vehicle as evidenced by the Certificate of Title thereto, a true and correct copy of which is likewise attached hereto and made a part hereof.

6. The fair market value of the collateral is \$21,000.00 (retail) according to the NADA, a standard market quotation for a vehicle of this type.

7. Debtors are in possession of the vehicle and GMAC is entitled to possession of said vehicle. The debtors have made the final lease payment to GMAC. The lease matures on March 26, 2000. There is an early termination liability of \$21,866.85.

8. GMAC requests that the stay be lifted and the lease rejected to allow return of the vehicle to GMAC at the end of the lease term or the parties to negotiate a new lease or purchase agreement for the vehicle.

WHEREFORE, GMAC moves that this court order that the automatic stay heretofore issued be terminated as against this vehicle and the lease is rejected; that the court issue an order directing debtor and trustee, their agents, servants and employees to turn over such property to GMAC; and for such other and further relief as the court may deem just and equitable.

DATED this 9th day of March, 2000.

RINGERT CLARK CHARTERED

By *Laura E Burri*
Laura E. Burri
Attorneys for GMAC

IDAHO CERTIFICATE OF

ACC #: 054-6114-27521
L 0000035369/00001
4 TITLV 1GCEK19R9WR13B695

1998
GCEK19R9WR13B695
198 ACUAL
03/26/1998
88930689
04/30/1998
OTHER PERTINENT DATA

OWNER'S NAME AND ADDRESS
GMA GILSR
CLARKSON, TIMOTHY G R LSE
CLARKSON, ANGELA M USE
PO BOX 8130
COCKEYSVILLE, MD 21030

Assignment of Title

Federal and state law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or provide a false statement may result in fines and/or imprisonment.

ODOMETER READING (NO TENTHS) Reading is actual unless indicated otherwise. DATE Exact No Device
 In Excess of Mechanical Limits
 Not Actual, Warning: Odometer Discrepancy

5 PURCHASER'S PRINTED NAME(S)
A
B
6 ADDRESS STATE ZIP

DATE SOLD: _____
SELLING PRICE: _____
7 SELLER'S/REPRESENTATIVE'S PRINTED NAME(S)

8 I am aware of the odometer certification made by the seller.
PURCHASER'S/REPRESENTATIVE'S SIGNATURE:
A
B PURCHASER'S/REPRESENTATIVE'S SIGNATURE (or representative's printed name)

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
B

Lienholder Section

FIRST LIEN
NONE

SECOND LIEN
10 SIGNATURE RELEASING LIEN DATE

11 RECORDED 04/23/1998 11:26
12 SIGNATURE RELEASING LIEN DATE

11 NEW LIENHOLDER'S NAME
12 ADDRESS ZIP
13 CITY

AUDIT NO. 03398508

Alterations May Void This Document
This title contains an eagle watermark that is visible when held to the light.

LESSEE (and CO-LESSEE) (You) name and address, including county
 TIMOTHY G R CLARKSON ANGELA W CLARKSON
 1885 TIFPANY
 IDRAO FALLS, ID 83404

LESSOR (Resident)
 EMITH CHEVROLET CO. INC.
 P.O. BOX 1896
 IDRAO FALLS, ID 83403

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back. The "us," and "our," refer to Lessor named above and any assignee. An assignee is a person to whom the lease is assigned (if it is assigned).

THE VEHICLE YOU ARE LEASING

Year	Make & Model	Body Style	Vehicle ID#	Mileage	Primary Use
96	CHEV CRUZE	3-DR	1GCEK1G83UR128635	49R	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business or Agricultural
Dealer Installed Options:					KEY NO. 649R

FINANCIAL CONSUMER LENDING ACT DISCLOSURES

Amount Due at Lease Signing or Delivery (Itemized Below)	Monthly Payments Your first monthly payment of \$ 300.52 is due on 03/25/98 followed by N/A payment(s) of \$ N/A and then 24 payment(s) of \$ 300.52 due on the 25TH of each month. The total of your monthly payments is \$ 7,212.48	Other Charges (not part of your monthly payment) Disposition fee (if you do not purchase the vehicle) \$ N/A	Total of Payments (The amount you will have paid by the end of the lease.) \$ 13,508.45
\$ 5,561.77		Total \$ N/A	

Amount Due at Lease Signing or Delivery: *Itemization of Amount Due at Lease Signing or Delivery will be paid:
 How the Amount Due at Lease Signing or Delivery will be paid:

Capitalized cost reduction	\$ 5,792.80	Net trade-in allowance	\$ 5,792.80
First monthly payment	\$ 380.52	Rebates and incentives credits	\$ 727.30
Refundable security deposit	\$ 325.00	Amount to be paid in cash	\$ 41.67
Title fees	\$ 8.00		
Registration fees	\$ N/A		
Sales tax	\$ N/A		
DOC FEE (INCL TAX)	\$ 175.45		
	\$ 561.77		
Total	\$ 6,561.77	Total	\$ 6,561.77

Your monthly payment is determined as shown below:

Gross capitalized cost. The agreed upon value of the vehicle (\$ 29,720.00) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ 30,120.00
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost	\$ 5,792.80
Adjusted capitalized cost. The amount used in calculating your base monthly payment	\$ 24,327.20
Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment	\$ 20,825.58
Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term	\$ 3,501.62
Rent charge. The amount charged in addition to the depreciation and any amortized amounts	\$ 710.66
Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	\$ 7,212.48
Lease term. The number of months in your lease	24
Base monthly payment	\$ 300.52
Monthly sales tax (estimated)	\$ N/A
Next N/A payment(s)	\$ N/A
Last 24 payment(s)	\$ N/A
Total monthly payment	\$ 200.52
First N/A payment(s)	\$ N/A
Next N/A payment(s)	\$ N/A
Last 24 payment(s)	\$ 200.52

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 the charge is likely to be.

Excessive Wear and Tear. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15,000 miles per year at the rate of \$.10 per mile. Purchase Option at End of Lease Term. You may elect to buy the vehicle at the end of the lease term for \$ 89,825.58 plus official fees and taxes. Other Important Terms. See your lease document for additional information on early termination, purchase options and maintenance responsibilities, warranties, title and default charges, and insurance.

1. ITEMIZATION OF GROSS CAPITALIZED COST.

Agreed upon value of the vehicle	\$ 29,720.00
GMAC administrative fee	\$ 400.00
License/registration/title fees	\$ N/A
Sales tax	\$ 6.45

7. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice you receive when you sign this lease describes the coverage(s). The insurance may not cover leases and other important terms. See your lease document for details.

Signature: _____ Date: _____

Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance charges, and insurance.

1. ITEMIZATION OF GROSS CAPITALIZED COST.

Agreed upon value of the vehicle	\$ 29,720.00
GMAC admin/retail/lease fee	+ 400.00
Liquor/registration/plate fees	+ 5.45
Other tax (describe)	+ \$ N/A
Optional service contract	+ \$ N/A
Optional life insurance	+ \$ N/A
Optional disability insurance	+ \$ N/A
Gross Capitalized Cost	= \$ 30,120.00

2. THE VEHICLE YOU ARE TRADING.

Gross trade-in value	\$ 13,400.00
Payoff	= \$ 7,507.00
Net trade-in value	= \$ 5,893.00

3. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, leasing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or its use (except our net income taxes). We may charge your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE

Title fees	\$ 16.00
Registration fees	\$ N/A
License fees	\$ 6.45
Substance taxes (including tax on capitalized cost reduction)	\$ N/A
Excise taxes	\$ N/A
Personal property taxes	\$ N/A
Other (describe)	\$ N/A

4. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

5. EXCESS MILEAGE CHARGE. The total allowed mileage on the odometer at lease end is:

Starting odometer mileage	498 miles
Standard mileage allowance	+ 30000 miles
Purchased extra miles	+ N/A miles
Total allowed mileage	= 30498 miles

You are paying \$4.49 per extra mile. At scheduled lease end, we will credit you with \$4.49 per mile for each unused extra mile you purchased. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss.

The excess mileage charge is \$4.49 per mile for each mile beyond 30498 miles. If the lease ends early, any excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.

6. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

THIS IS THE ENTIRE AGREEMENT. This lease contains the entire agreement between you and us relating to the lease of the vehicle. Any changes to the terms of this lease must be in writing and signed by you and us. No oral changes or binding, whether made or taken from authorizing any of our rights under the lease without listing them. Lessor (and Co-Lessor) hereby

NOTICE TO LESSEE. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT EDMUND FALLS, GA

LESSOR: SMITH CHEVROLET CO, INC BY: [Signature]

LESSOR: SMITH CHEVROLET CO, INC BY: [Signature]

7. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice you receive when you sign this lease describes the coverage(s). If you are not sure you want coverage, you should immediately decide the base monthly payment.

Indemnify Name: N/A
 Address: N/A
 Life Insurance (Lessor Co-Lessor Both) Premium: \$ N/A
 Disability Insurance (Lessor Only) Premium: \$ N/A
 Lessor's Signature: [Signature] Age: N/A
 Co-Lessor's Signature: [Signature] Age: N/A

8. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.

Standard manufacturer's warranty
 I want to purchase a GMAC Vehicle Protection Plan (VPP) from GMAC. I understand that this is not a warranty and does not cover wear and tear. I understand that this is not a warranty and does not cover wear and tear. I understand that this is not a warranty and does not cover wear and tear.

9. OPTIONAL SERVICE OR MAINTENANCE CONTRACT.

Name: N/A Term: N/A months, N/A miles.
 If you are buying a service or maintenance contract, you may pay for it at lease signing. If you do not, the price will be in the capitalized cost, and you will pay rent charges on the price.

10. ASSIGNMENT BY LESSOR.

If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to General Motors Acceptance Corporation (GMAC).
 If this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to General Motors Acceptance Corporation (GMAC).
 If this box is checked, Lessor (Retailer) will assign the lease and sell the vehicle to [Name].

If this box is checked, Lessor (Retailer) intends not to assign this lease. The assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as agent to hold title for the benefit of the assignee, or the vehicle will be assigned to the assignee.

The sale and assignment will not be considered to change materially your duties, burden, or risk under this lease. Neither the assignee nor Vehicle Asset Universal Leasing Trust will have to make any repairs to the vehicle, get any insurance, or perform any service. Lessor has agreed to perform under this lease. You will look only to Lessor for these services.

After assignment, GMAC will handle this lease. If GMAC is the assignee or if GMAC helped to arrange this lease, you must then make all payments to GMAC for the assignee's account, or as otherwise directed, if we assign this lease. You will not receive notice of assignment.

LESSOR: SMITH CHEVROLET CO, INC BY: [Signature]
 CO-LESSOR: AMERICA'S CARPENTERS BY: [Signature]

LESSOR: SMITH CHEVROLET CO, INC BY: [Signature]
 CO-LESSOR: AMERICA'S CARPENTERS BY: [Signature]

LESSOR: SMITH CHEVROLET CO, INC BY: [Signature]
 CO-LESSOR: AMERICA'S CARPENTERS BY: [Signature]

LESSOR: SMITH CHEVROLET CO, INC BY: [Signature]
 CO-LESSOR: AMERICA'S CARPENTERS BY: [Signature]

LESSOR: SMITH CHEVROLET CO, INC BY: [Signature]
 CO-LESSOR: AMERICA'S CARPENTERS BY: [Signature]

11. REQUIRED VEHICLE INSURANCE. You must insure the vehicle through liability and physical damage policies acceptable to us. The policies must not exclude or restrict coverage if you wish to drive the vehicle, or when the driver is someone you allow to drive the vehicle or who is likely to drive the vehicle. The policies must cover any additional insureds and have provisions that we require. You must give us proof of insurance when we ask. We require no other insurance.

Liability insurance must (a) cover up to \$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$200,000 for bodily injuries for any one accident, or (b) have a combined single limit of \$300,000 for bodily injuries and property damage for any one accident.

Physical damage insurance must have deductibles of no more than \$500 for collision and agreed loss and \$500 for comprehensive fire and theft loss.

For trucks of 10,000 lbs. GVW or more, liability insurance must have a combined single limit of \$1,000,000, \$85,000,000 in CI, GA, PA, HI, and VT for bodily injuries and property damage for any one accident. The deductibles must not be more than \$1,000.

If you move to a new state, we will require coverage amounts in keeping with our requirements for the new state. We now assume that those amounts will be the same as those in this lease, but they may be higher.

12. USE. You will not:
- use the vehicle illegally, improperly, for hire, or as a public conveyance.
 - use the vehicle in a way that your insurance policy prohibits.
 - remove the vehicle from the United States, except for trips to Canada of under 60 days.
 - move the vehicle without our written consent.
 - change the vehicle to return, cancellation, forfeiture, or other involuntary transfer.
 - expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.
- You will not let anyone else do any of these things.

WHEN THE LEASE ENDS

18. SCHEDULED END. This lease is scheduled to end one month after the last payment is due.

17. EARLY END. You may end this lease anytime. We may end this lease if you are in default or if the vehicle is a total loss.

16. DEFAULT.

- You will be in default if any of these things happens:
- You do not pay on time.
 - You make a material misrepresentation when you applied for this lease.
 - You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property.
 - You break any other agreement in this lease.
 - You do anything that law says is a default.

AT LEASE END

19. VEHICLE RETURN. At lease end, you will return the vehicle (including any dealer installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle.

20. OPTION TO BUY THE VEHICLE. You have an option to buy the vehicle only at scheduled lease end. See the front for the price. You must also pay any related ad valorem taxes.

WHAT YOU OWE AT LEASE END

22. WHAT YOU OWE AT SCHEDULED END. (a) IF YOU BUY THE VEHICLE: If you have paid us and kept your agreements, you will owe us nothing more.

(b) IF YOU DO NOT BUY THE VEHICLE: If you have kept your agreements, you will owe us any excess mileage charge and our estimated or actual cost of repainting excess wear. (We do not have to make repairs.)

23. WHAT YOU OWE AT EARLY END. In general, you will owe us any unpaid monthly payments. We will give you a credit for any unearned rent charge and a credit if we sell the vehicle for more than residual value. We will use the actuarial method to figure the unearned rent charge. (You may ask us for a written explanation of the actuarial method.) We will treat the rent charge for each monthly period as if it earned on the period's first day. We will treat each monthly payment that you made as if we received it on its due date.

You will owe us:

- The base monthly payment times the number of payments not yet due.
- Any unearned rent charge, figured by the actuarial method.
- Any surplus (see definition in this item) on the vehicle sale.
- If there is no surplus, any early excess mileage and wear charge (see definition in this item).
- The total. If the total is more than zero, you will owe us the total. If the total is less than zero, we will not give you a refund or credit.

You will also owe us any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will give you a credit for any amount we get because of cancellations of optional insurance or optional service or maintenance contracts.

13. MAINTENANCE, REPAIRS, OPERATING EXPENSES, AND DAMAGE. You will maintain and repair the vehicle to keep it in good condition. You will pay all maintenance, repair, and operating expenses, including gas and oil. If the odometer stops working, you must fix it immediately. You will service the vehicle as the manufacturer recommends. You will follow the manufacturer's instructions in any recall. If you don't do these things, we may do them. You will owe us our cost if you do.

When you take possession of the vehicle, you take on the risk of loss of the vehicle and of damage to it. If the vehicle is damaged, stolen, or destroyed and money becomes available from insurance, a judgment, or settlement, or the lien, we will treat the money as an insurance settlement. We and/or Vehicle Asset Universal Leasing Trust will be entitled to this money. If the lease ends in connection with our receipt of the money, we will treat the money as sale proceeds.

14. EXCESS WEAR. Excess wear is wear that is beyond normal wear and tear. Excess wear includes: (a) glass that is damaged or that you tinted; (b) a damaged or corroded body, trim, frame, crossmember, suspension, engine, powertrain, or other mechanical part; (c) damaged paint; (d) a horn, damaged, or stolen interior or trim; (e) missing equipment that was in or on the vehicle when delivered and not replaced with equipment of equal quality and design (including a missing wheel, wheel cover, jack, or wheel wrench); (f) a tire (including spare) that is unsafe, is not the size and type the manufacturer recommends, is recycled or a worn tire, or has less than 1/8 inch of tread left at the shallowest point; (g) a damaged or worn brake that does not meet government safety standards; (h) oil leaks or low oil pressure; (i) a malfunctioning electrical system, battery, or lights; (j) any other condition that makes the vehicle run in a noisy, rough, improper, unsafe, or undrivable way; and (k) any other damage, whether or not insurance covers it.

15. LIENS. You will keep the vehicle free of liens unless we agree to them. If you do not remove any lien, we may do so. You will pay us any amount we pay to do so.

If you are in default, we may:

- End this lease and require you to pay the early end charge.
- Take the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle.
- Sue you for damages and to get the vehicle back.
- Pledge any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take and store any personal items that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these articles as the law allows. These expenses may include expenses of taking and storing the vehicle and attorney's fees and court costs.

AT LEASE END

21. ODOMETER DISCLOSURE. Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

WHAT YOU OWE AT LEASE END

Definition of Surplus: Unless you get an appraisal or gap protection applied, we will sell the vehicle at wholesale in a commercially reasonable way. If we sell the vehicle for more than residual value, the excess will be the surplus. If we sell the vehicle for the residual value or less, the surplus will be zero.

Appraisal. You may get a professional appraisal of the vehicle's wholesale value. If you do within a reasonable time, we will use the appraised value as the sale price when we figure the surplus (if any). But the appraisal must be an independent third party, you and we must agree on the appraiser, and you must pay for the appraisal. The appraisal will be binding.

Gap Protection. If the vehicle is a total loss and we get an insurance settlement, you will owe no more than the insurance deductible, plus any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will figure a Total as described in this item, but there will be no early excess mileage and wear charge. Also, the surplus will be the excess of the insurance settlement (not including the deductible) over residual value. If the Total is less than zero, we will give you a credit for the Total. If the vehicle is a total loss and we do not get an insurance settlement, there is no gap protection. You will also owe us residual value minus the vehicle's salvage value.

Definition of Early Excess Mileage and Wear Charge: Our estimated or actual cost of any repairs the vehicle needs because of excess wear (we do not have to make repairs), plus any excess mileage charge. This charge will not exceed residual value minus the vehicle sale price.

24. SECURITY DEPOSIT. If you paid a security deposit, we will use it to pay anything you owe under this lease and do not pay. We will not pay you interest on the security deposit. We will not add to the security deposit any increase or penalty we receive from the security deposit. After lease end, we will give you back any part of the security deposit that is left.

You will be in default if any of these things happens:

- You do not pay on time.
- You make a material misrepresentation when you applied for this lease.
- You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property.
- You break any other agreements in this lease.
- You do anything the law says is a default.

AT LEASE END

19. VEHICLE RETURN. At lease end, you will return the vehicle (including any dealer installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle.

20. OPTION TO BUY THE VEHICLE. You have an option to buy the vehicle only at scheduled lease end. See the front for the price. You must also pay any related official fees and taxes.

WHAT YOU OWE AT LEASE END

22. WHAT YOU OWE AT SCHEDULED END.

(a) **IF YOU BUY THE VEHICLE:** If you have paid us and kept your agreements, you will owe us nothing more.

(b) **IF YOU DO NOT BUY THE VEHICLE:** If you have kept your agreements, you will owe us only any excess mileage charge and our estimated or actual cost of replacing excess wear. (We do not have to make repairs.)

23. WHAT YOU OWE AT EARLY END. In general, you will owe us any unpaid monthly payments. We will give you a credit for any unearned rent charge and a credit if we sell the vehicle for more than residual value. We will use the actual method to figure the unearned rent charge. (You may ask us for a written explanation of the actual method.) We will treat the rent charge for each monthly period as fully earned on the period's first day. We will treat each monthly payment that you made as if we received it on the due date.

You will owe us:

- The base monthly payment times the number of payments not yet due.
- Any unearned rent charge, figured by the actual method.
- Any surplus (see definition in this item) on the vehicle sale.
- If there is no surplus, any early excess mileage and wear charge (see definition in this item).

The Total, if the Total is more than zero, you will owe us the Total. If the Total is less than zero, we will not give you a refund or credit.

You will also owe us any unpaid fees and taxes and any amount due because you broke agreements in this lease. We will give you a credit for any amount we get because of cancellations of optional insurance or optional service or maintenance contracts.

ADDITIONAL TERMS

26. PROHIBITION OF TRANSFER OF YOUR INTEREST. YOU WILL NOT SUBLEASE OR OTHERWISE TRANSFER ANY RIGHT OR INTEREST YOU HAVE UNDER THIS LEASE OR IN THE VEHICLE WITHOUT OUR PRIOR WRITTEN CONSENT.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take any steps any pertinent laws that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the vehicle and attorney's fees and court costs.

21. CREDITER DISCLOSURE. Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

Definition of Surplus: Unless you get an appraisal or gap protection option, we will sell the vehicle at wholesale in a commercially reasonable way. If we sell the vehicle for more than residual value, the excess will be the surplus. If we sell the vehicle for the residual value or less, the surplus will be zero.

Appraisal: You may get a professional appraisal of the vehicle's wholesale value. If you do within a reasonable time, we will use the appraised value as the sales price which we figure the surplus (if any). But the appraisal must be an independent third party, you and we must agree on the appraisal, and you must pay for the appraisal. The appraisal will be binding.

Gap Protection: If the vehicle is a total loss and we get an insurance settlement, you will own no more than the insurance deductible, plus any unpaid fees and taxes and any amounts due because you broke agreements in this lease. We will figure a Total as described in this item, but there will be no early excess mileage and wear charge. Also, the surplus will be the excess of the insurance settlement (not including the deductible) over residual value. If the Total is less than zero, we will give you a credit for the Total. If the vehicle is a total loss and we do not get an insurance settlement, there is no gap protection. You will also owe us residual value minus the vehicle's salvage value.

Definition of Early Excess Mileage and Wear Charge: Our estimated or actual cost of any repair the vehicle needs because of excess wear. We do not have to make repairs, plus any excess mileage charge. This charge will not exceed residual value minus the vehicle sale price.

24. SECURITY DEPOSIT. If you paid a security deposit, we will use it to pay anything you owe under this lease and do not pay. We will not pay you interest on the security deposit. You will not add to the security deposit any increase or profits we realize from the security deposit. After lease end, we will give you back any part of the security deposit that is left.

26. INCIDENTALLY: You will protect us from all losses, damages, injuries, claims, demands, and expenses arising out of the condition, maintenance, use, or operation of the vehicle. You agree to indemnify, and hold harmless, us and our assigns from all such losses, damages, injuries, claims, demands, and expenses.

SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS.

RECORDED
APR 10 2008
GMAC
Katie Burke, Clerk