

01-200-CD  
CENTERPOINTE FINANCIAL SERVICE, LLP -vs- MICHAEL S. STEWART  
s/to LEASELINE FINANCIAL, INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CENTERPOINTE FINANCIAL  
SERVICES, LLP, Successor to  
Leaseline Financial, Inc.

Plaintiff,

vs.

MICHAEL S. STEWART

Defendant.

CIVIL DIVISION

No. 01-200-CO

PLEADING:

**COMPLAINT IN  
CIVIL ACTION**

Filed on Behalf of Plaintiff,  
Centerpointe Financial  
Services, LLP, Successor  
to Leaseline Financial, Inc.

Counsel of Record for this  
Party:

Thomas E. Reilly, Esquire  
Pa.I.D. #25832

THOMAS E. REILLY, P.C.  
2025 Greentree Road  
Pittsburgh, PA 15220

(412)341-1600

**FILED**

FEB 08 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL )  
SERVICES, LLP, Successor to )  
Leaseline Financial, Inc., )  
Plaintiff, )  
vs. ) No.  
MICHAEL S. STEWART, )  
Defendant. )

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within **TWENTY (20)** days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814)765-2641, ext. 51

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL )  
SERVICES, LLP, Successor to )  
Leaseline Financial, Inc., )  
                               )  
                               Plaintiff, )  
                               )  
                               )  
                               vs. )                           No.  
                               )  
                               )  
MICHAEL S. STEWART, )  
                               )  
                               )  
                               Defendant. )

**COMPLAINT IN CIVIL ACTION**

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., by and through its counsel, Thomas E. Reilly, P.C. and files the within Complaint in Civil Action and avers as follows:

1. Centerpointe Financial Services, LLP, is a limited partnership conducting business at 1675 Larimer Street, Ste. 880, Denver, Colorado 80202 (hereinafter referred to as "Plaintiff").
2. Michael S. Stewart is an individual who, to the best of the information and knowledge of Plaintiff, is residing at R.R. 1, Box 533, Houtzdale, Clearfield County, Pennsylvania 16651.

**COUNT I – MONETARY DAMAGES**

3. On or about September 9, 1997 Defendant leased from Plaintiff's predecessor, Leaseline Financial, Inc. one (1) 1994 Western Star Tractor, Serial No. 2WKPDCCH9RK935441, pursuant a written lease, a true and correct copy of which is marked Exhibit "A", attached hereto and made a part hereof.

4. Plaintiff, as Successor to Leaseline Financial, Inc., is the owner of the 1994 Western Star described above. A true and correct copy of the Certificate of Title identifying Leaseline Financial, Inc., Plaintiff's predecessor in interest as owner of the vehicle is marked Exhibit "B", attached hereto and made a part hereof.

5. Defendant defaulted under the terms and conditions of the written lease by failing to make payment when due. The amount due and owing Plaintiff by Defendant under the terms and conditions of the written lease as of December 19, 2000 is the sum of \$86,416.12. In addition, Plaintiff is entitled to the lease-end value of the equipment which, calculated in accordance with the terms and conditions of the lease, is 25% of the original purchase cost. The original purchase cost is \$62,964.00. Therefore, the lease-end value of the equipment pursuant to the lease is the sum of \$15,741.00.

6. Under the terms and conditions of the written agreement, Plaintiff is entitled to recover from the defendant reasonable attorneys fees and court costs for the prosecution of, and collection of this obligation, which Plaintiff alleges to be reasonably calculated at the rate of 10% of the amount due, or the sum of \$10,215.71.

WHEREFORE, Plaintiff claims damages from the defendant in the sum of \$112,372.83, with interest thereon at the contractual rate from December 19, 2000.

**COUNT II - REPLEVIN**

7. Plaintiff incorporates by reference thereto the averments contained in the foregoing paragraphs, having the same force and effect as if fully set forth herein.

8. Under the terms and conditions of the written agreement, Plaintiff is entitled to immediate possession of the property.

9. Plaintiff believes and therefore avers that the property is in the defendant's possession, but its exact whereabouts are unknown.

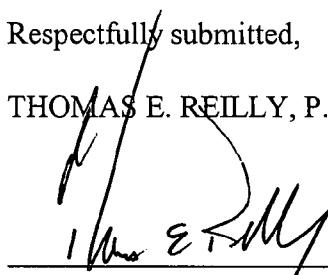
10. Plaintiff believes and therefore avers that the value of the 1994 Western Star is the sum of \$60,000.00.

11. Plaintiff has demanded possession from the defendant, who has failed and refused to provide possession.

WHEREFORE, Plaintiff respectfully demands judgment for possession of one (1) 1994 Western Star Truck Tractor, Serial No. 2WKPDCCH9RK935441, from the defendant, Michael S. Stewart.

Respectfully submitted,

THOMAS E. REILLY, P.C.

  
\_\_\_\_\_  
Thomas E. Reilly, Esquire  
Attorney for Plaintiff  
Centerpointe Financial Services,  
LLP, Successor to Leaseline  
Financial, Inc.

## UPDATED TRUCK Lease Agreement

QUANTITY	DESCRIPTION OF LEASED EQUIPMENT	SERIAL NO. & VIN
1	1994 WESTERN STAR	ZKEDCC9RK935441

INITIAL TERM	LEASE END VALUE	MONTHLY PAYMENT \$	SECURITY DEPOSIT \$
60 (Months)	\$ 1.00	\$1,574.10	\$1,574.10

EQUIPMENT LOCATION IF OTHER THAN BILLING ADDRESS  
Address

City County State Zip

HIS LEASE CANNOT BE CANCELLED EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON EXECUTION AND ACCEPTANCE BY LEASELINE AT ITS MICHIGAN OFFICE.

LEASE. Leaseline leases to Lessee and Lessee leases from Leaseline, the equipment identified on the face hereof and/or any attached schedule (the "Equipment") pursuant to the terms and conditions set forth herein. Leaseline and Lessee hereby acknowledge and agree that this Lease constitutes a "Finance Lease." Lessee further agrees and acknowledges that the Equipment leased herein is not unique.

INTEGRATION AND MERGER. This Lease and schedules, and other attachments hereto in the Lease application constitute the full and entire agreement between Leaseline and Lessee in connection with the Equipment, and hereby supersedes and merges any other understanding. Neither party relies on any other statement, oral or written. The Lease can be neither canceled nor modified, except by a written agreement signed by Leaseline and by a corporate officer of Leaseline.

Authorized Signature of Lessee:

MICHAEL STEWART

*Michael S Stewart*

UCC DOCUMENTATION. Upon execution of this Lease, Lessee authorizes Leaseline or its agents or assigns to execute or file, without the signature of Lessee, one or more Financing Statements pursuant to the Uniform Commercial Code (UCC) in the form and in the places deemed satisfactory to Leaseline or its agents or assigns. Lessee will pay the cost of filing all such Financing Statements in all public offices wherever filing is deemed by Leaseline or its agents or assigns necessary or desirable. The parties intend this Lease to be a True Finance Lease subject to the provisions of Article 9 of the Uniform Commercial Code, but if any court or tribunal having jurisdiction over the parties, should find that all or part of this transaction is not a True Finance Lease, but is rather in the nature of a sale, consignment, or other transaction, the parties intend and the Lessee hereby grants a continuing security interest in the equipment leased herein together with all additions, attachments and accessories relating back to the date of this Agreement to secure the payment of all Lessee's indebtedness to Leaseline.

TERM AND RENT. Lessee agrees to pay all Lease payments and other charges as provided herein. The term of the lease shall be the number of months written on the face hereof. The base monthly lease payment shall be the amount written on the face hereof. SUBJECT TO THE FOLLOWING ADDITIONS AND ADJUSTMENTS: The base Lease payment will be adjusted by Leaseline proportionately upward or downward, if the actual cost of the Equipment exceeds or is less than the estimate. Lease payments shall be increased by any cost or expense Leaseline incurs to preserve the Equipment or to pay taxes of any kind, assessments, fees, penalties, liens, or encumbrances. Lessee shall keep in force and effect during the term of this Lease permission for Leaseline to debit directly Lessee's designated Depository Account, at lease monthly, for amounts due to Leaseline. Each payment will be applied first to the oldest charge due under the Lease. SEE AGREES THAT TIME IS OF THE ESSENCE AND TO MAKE PAYMENTS REGARDLESS OF ANY PROBLEMS LESSEE MIGHT HAVE WITH THE EQUIPMENT INCLUDING ITS OPERATIONS, CAPABILITY, INSTALLATION, OR PAIR AND REGARDLESS OF ANY CLAIM, SETOFF, COUNTERCLAIM, OR DEFENSE LESSEE MIGHT HAVE AGAINST THE VENDOR OR MANUFACTURER ("SUPPLIER"), SALESPERSON, OR OTHER THIRD PARTY. Without Leaseline's written consent, any payment to Leaseline of a smaller sum than due at any time under this Lease shall not constitute a release or an accord or satisfaction for any greater sum due, or to become due, regardless of any endorsement or notation. Any payments received by Leaseline with a Lease Application shall include a five hundred dollar non-refundable security deposit and be retained either in liquidation of documentation and processing expenses if the Lease is ever finalized or as security for performance of all obligations due under the Lease if it is finalized. Lessee agrees to Leaseline's standard set-up fee as additional rent hereunder. A fee of \$45.00 will be charged the lessee for initial documentation and service set-up.

LESSEE'S AND GUARANTOR'S WARRANTIES TO LEASELINE. Lessee and any Guarantor (collectively "Warrantors") expressly represent, swear, and warrant to Leaseline, and Leaseline relies on the fact, that: a) Warrantors have received, read and understood this Lease before it was signed; b) Warrantors have selected and are fully satisfied with both the equipment and the supplier who sold the Equipment to Leaseline; c) Warrantors have freely chosen to lease, not buy, the Leaseline only after having considered other means of obtaining the use of the Equipment; d) Warrantors will authorize Leaseline to pay for the Equipment only after Lessee has received and accepted the Equipment as fully operable for Lessee's purposes; e) NEITHER THE SUPPLIER OF THE EQUIPMENT NOR ANY BROKER OR SALESPERSON IS, OR ACTED AS, AN AGENT OR EMPLOYEE OR LEASELINE; f) Financial information and other statements provided to Leaseline are accurate and correct, and will be updated upon Leaseline's request during the term of the Lease; g) Warrantors are currently meeting all debts as such come due; h) The Equipment is leased exclusively for Lessee's existing business purposes and not for starting a new business or for personal, family or household purposes; i) Lessee has strict power to enter into this Lease, has duly authorized the person executing it, and certifies that all signatures are authentic, and j) Warrantors will pay all costs connected with the Equipment, including taxes, insurance, repairs, sing, collection costs and other expenses normally paid in a Net Lease.

MITIGATION OF LIABILITY. Lessee leases the Equipment from Leaseline "AS IS." LEASELINE MAKES ABSOLUTELY NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES AGAINST INFRINGEMENT. IF THE EQUIPMENT IS NOT PROPERLY ASSEMBLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST THE SUPPLIER, AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LEASELINE. All warranties from the supplier or Leaseline are hereby assigned to Lessee for the term of the Lease or Lessee's exercise at Lessee's expense. Lessee

(OVER)

OR LEASELINE FINANCIAL, INC.

Lease #

16683

dated By:

*Michael S Stewart*

Date:

Funder's use only) Verification of Lessee's Acceptance and Authorization of Lessor's Purchase at Supplier's Price.

By:

To: Date:

is an agent of Lessor or its assignee nor are they authorized to waive or alter the term of the lease. Their representations shall in no way affect Lessee or Lessor's rights and obligations as herein set forth.

## THIS LEASE IS NON-CANCELABLE

THIS LEASE IS A BINDING CONTRACT CONSISTING OF ALL TERMS ON THE FRONT AND REVERSE HEREOF. THIS LEASE SHALL BECOME EFFECTIVE ONLY UPON EXECUTION AND ACCEPTANCE BY LESSOR, ITS ASSIGNEE, OR NOMINEE AT ITS MICHIGAN OFFICE.

LESSEE (Complete Legal Name)

STEWART TRUCKING

Billing Address

R.R. 1 BOX 533

City County State Zip

HOUDALE,

PA 16651

Phone No.

(814) 339-7202

Date

SEPTEMBER 6, 1997

Authorized Signature of Lessee:

MICHAEL STEWART

*Michael S Stewart*

Initials:

MJS

Print Name and Title below:

*Michael S Stewart*

Owner

## GUARANTEE

In consideration of the Lessor leasing to the Lessee and other good and valuable consideration, the receipt of which is hereby acknowledged by the undersigned, the undersigned PERSONALLY, solely, and unconditionally guarantees payment and performance of, and agrees to be solely subject to, all the terms and conditions of this Lease until all obligations under the Lease are fulfilled and in the event of default, hereby pledges the sole and separate estate of the undersigned and waives notice of, agrees and consents to, confirms and ratifies, any modification, amendment, compromise, equipment disposition, or extension of the Lease. This guarantee shall be valid and enforceable without initiating or exhausting any remedy or proceeding against Lessee or equipment and whether or not the Key Man Guarantor Option is applicable to this Lease.

Signature of Guarantor As an Individual (No Title):

MICHAEL STEWART

*Michael S Stewart*

Signature of Co. Guarantor As an Individual (No Title):

## EQUIPMENT ACCEPTANCE AND PURCHASE AUTHORIZATION

On behalf of Lessee, I hereby certify that I have approved the invoice or contract for Lessor's acceptance to purchase the Equipment, that all of the Equipment referred to in the above Lease has been delivered to and has been received by the Lessee, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by the Lessee and is in good operating order and condition and is in all respects satisfactory to the Lessee, and that the Equipment is accepted by the Lessee for all purposes under this Lease.

ACCORDINGLY I AUTHORIZE LESSOR TO ACQUIRE AND PURCHASE THE EQUIPMENT BY PAYING THE SUPPLIER'S INVOICE PRICE.

Authorized Signature of Lessee:

MICHAEL STEWART

*Michael S Stewart*

Date

9-9-97

## AUTHORIZATION FOR ELECTRONIC PAYMENTS

Lessee hereby requests and authorizes Lessor to initiate debit and/or credit entries in connection with this Lease to the Depository Account designated below and authorizes the Depository Financial Institution (DFI) designated below to debit and/or credit same to such account. This authority is to remain in full force and effect until:

ATTACH VOIDED CHECK

Name of DFI

DFI Transit/ABA No.

Account No.

Authorized Signature of Lessor:

MICHAEL STEWART

*Michael S Stewart*

acknowledges and warrants that it has received a statement from the supplier of all warranties from the supplier to Leaseline with respect to the Equipment leased herein. LESSEE SHALL HOLD LEASELINE HARMLESS AND SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY CAUSED BY THE EQUIPMENT. NO REPRESENTATION IS MADE BY THE SUPPLIER OR SALESPERSON IS BINDING ON LEASELINE NOR SHALL BREACH OF SUCH WARRANTY RELIEVE LESSEE OR LESSEE'S OBLIGATIONS TO LEASELINE. IN NO CASE SHALL LEASELINE BE LIABLE TO LESSEE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN DELIVERING ANY EQUIPMENT, OR IN PERFORMING ANY PROVISION HEREOF, DUE TO FIRE OR OTHER CASUALTY, LABOR DIFFICULTY, GOVERNMENTAL RESTRICTION OF ANY CAUSE BEYOND LESSOR'S CONTROL. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR CONVENIENCE DUE TO ANY THEFT, DAMAGE, LOSS, DEFECT OR FAILURE OF ANY EQUIPMENT OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING OR REPLACING THE SAME, AND THERE SHALL BE NO BATEMENT OR APPORTIONMENT OF RENTAL DURING SUCH TIME.

**TAXES, ASSESSMENTS AND FEES.** During the term of this Lease, Lessee agrees to keep the Equipment free of any liens, encumbrances and agrees to pay any charges either directly or as additional rent when billed by Leaseline, including, without limitation, any charges imposed on the ownership, possession, or use of the Equipment for any sales, use, excise, personal property, stamp, documentary, or ad valorem taxes (but not Leaseline's income taxes), any licensing, filing or registration fees; any assessments, fines, penalties and all collection, administrative, or other charges. Lessee shall timely file any tax returns including personal property tax returns required of the holder of rental equipment. To liquidate any personal property tax expense incurred by Leaseline, Lessee agrees to pay Leaseline either the charge therefor as incurred or one percent (0.3%) of the original Equipment cost. If Lessee shall fail to make any payment or perform any act releasing Lessee from any obligation or default, to secure Leaseline in case of any finding that this is not a True Lease transaction. Lessee hereby grants Leaseline a security interest in the Equipment and any proceeds therefrom and authorizes Leaseline to file a financing statement at Lessee's expense and without Lessee's signature, and, if a signature is required by law, Lessee appoints Leaseline as Lessee's Attorney-in-Fact to execute such financing statement.

**NOTICE.** Until Leaseline and Lessee notify each other of any new address in writing, any written communication is valid when mailed postage prepaid by first class mail to the address provided herein.

**SUCCESSORS AND ASSIGNMENTS.** Lessee agrees not to transfer, sell, sublease, assign, pledge or encumber either the equipment or any rights under this lease without the prior written consent of Leaseline. **HOWEVER, IN ANY CASE, THE PROVISIONS OF THIS AGREEMENT BIND ALL HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, TRUSTEES, OR ASSIGNS OF THE LESSEE AND ANY GUARANTOR.** Leaseline may at its option assign its rights and interests under this lease. Lessee agrees that Leaseline's assignee will have the same rights and remedies that Leaseline has hereunder. **LESSEE AGREES THAT THE RIGHTS OF LEASELINE'S ASSIGNEE WILL NOT BE SUBJECT TO CLAIMS, DEFENSE, OR SETOFFS THAT LESSEE MAY HAVE AGAINST LEASELINE. LESSEE WILL PAY LEASELINE'S ASSIGNEE REGARDLESS OF CLAIMS AGAINST LEASELINE AND WILL SEPARATELY PURSUE THE CLAIMS AGAINST LEASELINE.**

**OWNERSHIP AND TITLE.** Leaseline is the sole owner of the Equipment, has sole title, has the right to inspect the equipment and has the right to affix and display a notice of Leaseline's ownership thereon. All additions, attachments, and equipment so that it may be removed from the property or building where located without damage. Lessee further agrees to maintain vehicle registration for the equipment leased herein to be recorded with the Secretary of State in the appropriate state in seven (7) days from the date of the lease or receipt thereof. Lessee agrees and acknowledges that failure to comply with such a request will constitute a breach of the lease and subject Lessee to a charge of \$10.00 per day for each day that Lessee fails to comply with such a request. This charge is intended by both Leaseline and Lessee to constitute a liquidated damages provision only and not a penalty to Lessee.

**OPERATION AND TERMINATION.** Lessee shall be solely responsible for the operation and maintenance of the equipment, shall keep it in good condition and running order, and shall use and operate the equipment in compliance with the laws. Lessee agrees to store this equipment only at the business address specified above and shall not resell possession of the equipment except to Leaseline's agent. At the end of the initial term, provided Lessee has complied with all terms and conditions of this lease, Lessee may either continue to rent the equipment for an additional month at the lease rate in effect for the last 12 months of the initial term or surrender possession of the equipment 10 days of the end of the initial term at Lessee's own expense by contacting Leaseline, who will designate the return location within the continental United States, and Leaseline shall promptly thereafter cause such item of equipment to be sold at the lease end value as listed on the attachment hereto for such item of equipment. Lessee shall promptly remit to Leaseline as additional rent, if such net sale proceeds exceed such lease end value with respect to each item of equipment and Lessee has paid all sums for which Lessee is responsible under the lease, Leaseline shall pay such amount to Lessee as a refund of rentals. Lessee acknowledges that Leaseline shall be entitled to claim for federal income tax purposes all modified accelerated cost recovery system (MACRS) deductions for each of its taxable years during the term.

**RISK OF LOSS AND INSURANCE.** Until Lessee has returned the equipment to the designated location, Lessee bears the risk of loss or damage to the equipment. Lessee shall immediately notify Leaseline of the occurrence of any loss or occurrence affecting Leaseline's interests and shall make repairs or corrections at Lessee's expense. In such event, Lessee agrees to continue to meet all payment and other obligations under the lease. Lessee agrees to keep the equipment at Lessee's expense against risks of loss or damage from any cause whatsoever and agrees to name Leaseline as the insured on the current fair market value of the equipment. Maximum allowable deductible for collision will be \$1000.00. The cost of such insurance shall be applied at Leaseline's sole election toward the replacement or repair of the equipment towards Lessee's obligations. Lessee appoints Leaseline as attorney-in-fact to make any claim for, receive payment of, or execute or endorse all documents, checks or drafts for loss or damage or return of premium under such lease. Lessee also agrees that the public liability insurance shall be in a minimum of (1) one hundred thousand per three hundred thousand per occurrence for bodily injury, (2) fifty thousand per occurrence for property damage or five hundred thousand single limit. The Lessee further agrees that he, she or they will be named insured on the and this insurance will cover Leaseline for public liability and property damage arising from the equipment or its use of it and Leaseline shall be a named insured in the policy. Each policy shall provide that the insurance be cancelled without ten days' prior written notice to Leaseline. Lessee agrees to furnish to Leaseline proof of each use. Because of increased credit risks to Leaseline when not insured by Lessee, Lessee agrees to pay to Leaseline an annual risk charge stipulated and liquidated at 25% of Leaseline's original equipment cost until Lessee provides proof of insurance requirements. In spite of such risk charge, Lessee is still liable for all losses and such risk is not in lieu of the insurance requirements of the lease.

**DEMINITY.** Lessee agrees to indemnify and hold Leaseline and its assigns harmless from all losses, damages, claims, demands, and expenses ("claim"), including any and all attorney's fees and legal expenses, arising from or directly or indirectly by any actual or alleged use, possession, maintenance, condition (whether or not latent or latent), operation, location, delivery or transportation of any item of equipment. The covenant of indemnity contained in paragraph 13 shall continue in full force and effect notwithstanding the full payment of all amounts due hereunder or termination of this lease in any manner whatsoever. Should Lessee be entitled under applicable law to revoke its lease of the equipment, Lessee agrees to pay and indemnify Leaseline for any payment by, or on behalf of, Leaseline or lessor of the equipment.

**COLLECTION CHARGES AND ATTORNEY FEES.** If any part of any sum is not paid when due, Lessee agrees to pay (a) a late charge to compensate Leaseline for collecting and processing the late sum, such late charge is stipulated at the greater of \$1.15 per dollar of each delayed sum or \$15.00; plus (b) an interest charge for every month first month in which the sum is late to compensate Leaseline for the inability to reinvest the sum, such interest is stipulated and liquidated at 1-1/2% per month, or when less, the maximum allowed by applicable law. **LESSEE / GUARANTOR(S) AGREE TO PAY LEASELINE'S REASONABLE ATTORNEY FEES AS DAMAGES AND NOT COSTS** proceedings arising under this lease, including any arbitration, bankruptcy proceedings, civil action, mediation, claim in which Leaseline prevails, or post-judgment action or appeal with respect to any of the foregoing. Lessee shall pay Leaseline: (a) a collection charge stipulated and liquidated in the amount of \$15.00 for each occasion in which it is necessary, in its sole judgment, to make any telephone call to Lessee for the purpose of collecting amounts due from Lessee; (b) a collection charge stipulated and liquidated in the amount of \$50.00 per visit for each occasion in which it is necessary, in its sole judgment, to personally visit Lessee for the purpose of enforcing any of Leaseline's

rights herein. (c) a fee, stipulated and liquidated, to the greater of \$25.00 or the actual bank charge to Leaseline plus such other amounts provided by applicable law; (d) the event that any or Lessee's documents to Leaseline, whether by check or electronically, are declined or returned by the bank for non-sufficient funds.

**15. DEFAULT.** Lessee shall be in default of this lease on any of the following events: a) Lessee fails to keep in full force and effect Leaseline's authority to debit sums due hereunder directly from Lessee's designated depository account; b) Such payment fails to be made within ten days of such due date; c) Rent is paid late; d) Rent is paid late; e) Lessee fails to pay any rent payment within ten days after it first becomes due; f) Lessee assigns, moves, pledges, subleases, sells or relinquishes possession of the equipment or attempts to do so, without Leaseline's prior written authorization; g) Lessee breaches any of its warranties or other obligations under this lease, or any other agreement with Leaseline, and fails to cure such breach within ten days after Leaseline sends notice of the existence of such breach; h) Any execution or writ of process is issued in any action or proceeding to seize or detain the equipment; i) Lessee or any guarantor(s) gives Leaseline reasonable cause to insecure about Lessee's willingness or ability to perform obligations under the lease or any other agreement with Leaseline; j) Lessee or any guarantor(s) dies, becomes insolvent, or unable to pay debts when due, stops doing business as a going concern, merges, consolidates, transfers all or substantially all of its assets, makes an assignment for the benefit of creditors, appoints a trustee or receiver or undergoes a substantial deterioration of financial health; or i) Lessee or any guarantor(s) fail to reaffirm this lease obligation within sixty (60) days of the filing of any petition for protection under the United States Bankruptcy Code.

**16. REMEDIES.** Should Lessee default, Leaseline has the right to exercise any or all of the following remedies: a) Leaseline liquidated damages for breach of the lease, and require Lessee to immediately pay to Leaseline, as discounted to the date of acceleration at 5% per annum, plus all other charges that had accrued prior to the date of the Lessee's default, together with all other costs and expenses of collection; b) Leaseline may at its sole election demand the immediate return of the equipment to a location within the continental United States designated by Leaseline; c) Leaseline may agree, after all other sums described in paragraph 14(a) have been paid, to sell the equipment to Lessee at the estimated lease end value discounted at 5% per annum to the date of sale. Such estimated lease end value is stipulated and liquidated at 25% of Leaseline's original cost of the equipment; d) If Lessee fails to redeliver the equipment to Leaseline upon demand or Leaseline is unable to effect the repossession of the equipment, or if Leaseline in its sole discretion does not repossess the equipment, Leaseline may forthwith recover from Lessee, as liquidated damages for breach of the lease and not as a charge, all collection charges and attorney fees, and the estimated lease end value as stipulated in paragraph 14(c). Further, Lessee and guarantor(s) agree and stipulate that each accelerated sum and lease end value shall have a discounted present value on the date of acceleration computed at 5% per annum; e) Leaseline has the right immediately to take possession of the equipment without any court order or other process of law and for such purpose may enter upon any premises where the equipment may be and remove same; f) Should Leaseline retake possession of the equipment, Leaseline may resell or release the equipment to any available purchaser or Lessee for its market value at the time of the sale; g) Should Leaseline elect not to sell the equipment to Lessee and cannot or otherwise sell or release the equipment, Leaseline may sue Lessee for accrued rent as of the date of the judgment and the present value as of the date of the judgment should default prior to delivery, Leaseline may cancel the lease; i) If Lessee is in default prior to taking possession of the equipment, Leaseline may sue Lessee for accrued rent as of the date of the judgment; j) If Lessee wrongfully rejects or revokes acceptance of the equipment and Leaseline is held to be not entitled to rent for any reason outside of Leaseline's control, Leaseline may sue Lessee for damages resulting from Lessee's non-acceptance, including but not limited to lost profits, together with incidental damages; k) Leaseline has the right to exercise any remedy at law or equity, notice thereof being expressly waived by Lessee and any guarantor(s); l) Leaseline's action or failure to act on one remedy, constitutes neither an election to be limited thereto, nor a waiver of any other remedy, nor a release of Lessee from the liability to return the equipment, or for any loss or claim with respect to the equipment; and m) Any repossession, resale or release or any equipment by Leaseline shall not be a bar to the institution of litigation against the Lessee by Leaseline for damages for breach of the lease, and the commencement of any litigation or the entry of a judgment against the Lessee shall not bar Leaseline from the right to repossess any or all of the equipment. Leaseline and Lessee agree and acknowledge that the provisions of this lease are severable and shall not be effected or impaired if any provision is held unenforceable, invalid or illegal. Any provision held in conflict with any statute or rule of law shall be deemed inoperative only to the extent of such conflict and shall be modified to conform with such statute or rule.

**17. MITIGATION.** Leaseline has no duty on Lessee's default to repossess, release or remarket the equipment. With respect to any equipment returned or repossessed by Leaseline pursuant to Paragraph 15, Leaseline may hold or use such equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may release same for such term or payment as shall be solely determined by Leaseline, and a) Should Leaseline choose to sell or release the equipment, Leaseline agrees to credit Lessee's account, to the extent of any accrued unpaid rent, with the net proceeds of any sale or release receipts, after first deducting all costs of repossession, storage, repairs, reconditioning, safe, releasing attorney's fees, and collection of fees; b) Lessee's entitlement to such credit shall not be deemed an equity offset since Lessee has no ownership rights to the equipment, but shall be liquidated damages to Lessee for loss of the equipment and in full mitigation of any claims by Lessee arising from Leaseline's repossession or remarketing of the equipment.

**18. CONSENT TO MICHIGAN LAW, JURISDICTION, AND VENUE.** Lessee and any guarantor consent, agree, and stipulate that: a) This lease shall be deemed fully executed and performed in the state of Michigan and shall be governed by and construed in accordance with the laws thereof; and b) in any action, proceeding, or appeal on any matter related to or arising out of this lease, Lessee's consent to the jurisdiction of the state of Michigan or the federal court of the state of Michigan or any state or federal court sitting therein, and all court rules thereof; and 2) SHALL ACCEPT VENUE IN ANY FEDERAL OR STATE COURT SELECTED BY LEASELINE OR ITS ASSIGNEE.

**19. CONSENT TO SERVICE OR PROCESS.** Lessee and any guarantor(s) agree that any process served for by action or proceeding shall be valid if mailed by certified mail, return receipt requested, with delivery restricted to either the addressee, its registered agent, or any agent appointed in writing to accept such process.

**LESSEE: MICHAEL STEWART**

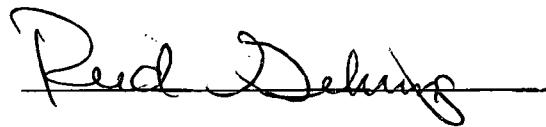


**THE EQUIPMENT IDENTIFIED IN THIS LEASE (LEASE SCHEDULE), AND ALL RIGHTS OF THE LESSOR UNDER THIS LEASE (LEASE SCHEDULE) ARE SUBJECT TO A LIEN AND SECURITY INTEREST GRANTED TO FLEET BANK N.A., AS SECURED PARTY AND AGENT (OR ITS SUCCESSOR IN SUCH CAPACITY), UNDER A CERTAIN CREDIT AGREEMENT AMONG SUCH PARTY, LEASELINE FINANCIAL INC. AND THE LENDERS PARTY THEREIN, AND THE DOCUMENTS RELATED THERETO;**



VERIFICATION

I, Reed Gehring, of Centerpointe Financial, depose and say subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing pleading are true and correct to the best of my information and belief.

A handwritten signature in black ink, appearing to read "Reed Gehring", is written over a horizontal line.

FILED

2001 FEB 08  
m 4:00 Catt, Fully Paid  
William A. Shaw  
Prothonotary

NOCC

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10683

CENTERPOINTE FINANCIAL SERVICES

01-200-CD

VS.

STEWART, MICHAEL S.

**COMPLAINT**

**SHERIFF RETURNS**

**NOW FEBRUARY 13, 2001 AT 10:38 AM EST SERVED THE WITHIN COMPLAINT ON  
MICHAEL S. STEWART, DEFENDANT AT RESIDENCE, RR# 1, BOX 533, HOUTZDALE,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOY STEWART, WIFE,  
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN  
TO HER THE CONTENTS THEREOF.**

**SERVED BY: McCLEARY/NEVLING**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
27.36	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
10.00	<b>SURCHARGE PAID BY: ATTY.</b>

**Sworn to Before Me This**

20th Day Of February 2001  
William A. Shaw

WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

**So Answers,**

*Chester A. Hawkins  
by Marilyn Harr*  
Chester A. Hawkins  
Sheriff

**FILED**

FEB 20 2001

013:44 pm

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CENTERPOINTE FINANCIAL :  
SERVICES, LLP, Successor to :  
Leaseline Financial, Inc. :  
Plaintiff :  
:  
vs. : No. 01-200-CD  
: Document Filed: Answer  
: Filed on behalf of: Defendant  
: Attorney for Defendant:  
John R. Carfley, Esq.  
Attorney for Defendant  
P. O. Box 249  
Philipsburg, Pa., 16866  
ID# 17621

**FILED**

**MAR 12 2001**

**William A. Shaw  
Prothonotary**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CENTERPOINTE FINANCIAL :  
SERVICES, LLP, Successor to :  
Leaseline Financial, Inc. :  
Plaintiff :  
: :  
vs. : No. 01-200-CD  
: :  
MICHAEL STEWART, :  
Defendant :  
:

DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

AND NOW comes the defendant Michael Stewart, who by and through his attorney, John R. Carfley, Esquire, files the following answer to plaintiff's complaint:

1. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

2. Admitted.

COUNT I - MONETARY DAMAGES

3. Admitted.

4. It is denied that the plaintiff is the successor in interest to Leaseline Financial, Inc. and insofar as relevant, proof thereof is demanded at time of trial. All of the remaining allegations of Paragraph 4 derive from the plaintiff's claim to be the successor in interest to Leaseline Financial, Inc. and are, therefore, denied since after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of

the averments set forth therein and insofar as relevant proof thereof is demanded at time of trial.

5. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

6. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

WHEREFORE, defendant demands that Plaintiff's claim be dismissed and that judgment be entered in favor of the Defendant and against the Plaintiff.

COUNT II - REPLEVIN

7. Defendant incorporates by reference hereto the answers contained in paragraphs 1 through 6 as fully as though set forth at length.

8. Denied. On the contrary it is averred that the averments of Paragraph 8 state a conclusion of law as to which no further response is required.

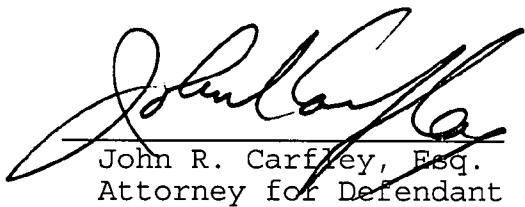
9. Denied. By way of further answer it is averred that the Defendant is not in possession of the property, said property having been replevied by plaintiff's agent and predecessor in title approximately one year ago or on or about February 28, 2000, and insofar as relevant proof of defendant's liability for the value of

said equipment is demanded at time of trial.

10. Denied. On the contrary it is averred that the averments of Paragraph 10 state a conclusion of law as to which no further response is required.

11. Denied. On the contrary it is averred that after reasonable investigation, defendant is without knowledge sufficient to form a belief as to the truth of the averment set forth herein and insofar as relevant, proof thereof is demanded at time of trial.

WHEREFORE, defendant prays this Honorable Court to enter an order dismissing the complaint of plaintiff for those reasons hereinabove stated in Paragraphs 7 through 11.



John R. Carfley, Esq.  
Attorney for Defendant  
P. O. Box 249  
Philipsburg, Pa., 16866  
ID# 17621

Dated: March 12, 2001

VERIFICATION

I hereby verify that the statements made in this instrument are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

Michael S. Stover

Dated:

3-9-1

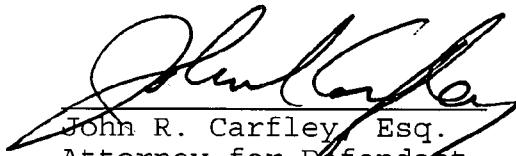
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CENTERPOINTE FINANCIAL :  
SERVICES, LLP, Successor to :  
Leaseline Financial, Inc. :  
Plaintiff :  
: :  
vs. : No. 01-200-CD  
: :  
MICHAEL STEWART, :  
Defendant : :

CERTIFICATE OF SERVICE

I hereby certify that I forwarded a copy of Defendant's Answer to Plaintiff's Complaint by United States regular mail, postage prepaid on March 12, 2001, to the following counsel of record:

Thomas E. Reilly, Esq.  
2025 Greentree Road  
Pittsburgh, Pa., 15220



John R. Carfley, Esq.  
Attorney for Defendant  
P. O. Box 249  
Philipsburg, Pa., 16866

FILED

MAR 12 2001  
11.34 1cc a/c, Courtney  
William A. Shaw  
Prothonotary

FCW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CENTERPOINTE FINANCIAL  
SERVICES, LLP, Successor to  
Leaseline Financial, Inc.

CIVIL DIVISION

Plaintiff,

No. 01-200-CD

vs.

PLEADING:

MICHAEL S. STEWART

**PLAINTIFF'S MOTION  
TO COMPEL ANSWERS  
TO INTERROGATORIES  
AND PRODUCTION OF  
DOCUMENTS**

Defendant.

Filed on Behalf of Plaintiff,  
Centerpointe Financial  
Services, LLP, Successor  
to Leaseline Financial, Inc.

Counsel of Record for this  
Party:

Thomas E. Reilly, Esquire  
Pa.I.D. #25832

THOMAS E. REILLY, P.C.  
2025 Greentree Road  
Pittsburgh, PA 15220

(412)341-1600

**FILED**

SEP 2 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

## CIVIL DIVISION

CENTERPOINTE FINANCIAL )  
SERVICES, LLP, Successor to )  
Leaseline Financial, Inc., )  
 )  
Plaintiff, )  
 )  
vs. ) No. 01-200-CD  
 )  
MICHAEL S. STEWART, )  
 )  
Defendant. )

**PLAINTIFF'S MOTION TO COMPEL ANSWERS TO INTERROGATORIES  
AND REQUEST FOR PRODUCTION OF DOCUMENTS**

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., by its counsel, Thomas E. Reilly, P.C., and moves this Court to compel Answers to Interrogatories and Production of Documents, as follows:

1. Movant is Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., Plaintiff herein (hereinafter "Plaintiff").
2. On or about June 18, 2001, Plaintiff served upon Defendant, Michael Stewart (hereinafter "Defendant"), through his counsel, John R. Carfley, Esquire, Interrogatories and a Request for Production of Documents. Copies of the discovery requests are attached hereto as Exhibit "A".
3. To date, Defendant has failed to serve upon Plaintiff answers to the Interrogatories and has failed to produce the requested documents.
4. Defendant has not filed any objections to Plaintiff's aforesaid discovery requests.

5. Pursuant to Pa.R.C.P. 4019(a)(1), this Court may impose sanctions upon Defendant, including but not limited to, striking Defendant's denials as set forth in its Answer, which denials form the basis of Plaintiff's discovery.

WHEREFORE, Plaintiff respectfully requests that this Court enter an order for sanctions against Defendant, Michael Stewart, striking the denials in his Answer, for attorney's fees incurred by Plaintiff in filing this Motion, and for such other and further relief as is just.

Respectfully submitted,

THOMAS E. REILLY, P.C.

Thomas E. Reilly, Esquire  
Attorney for Plaintiff, Centerpoint  
Financial Services, LLP, Successor  
to Leaseline Financial, Inc.

FILE COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CENTERPOINTE FINANCIAL  
SERVICES, LLP, Successor to  
Leaseline Financial, Inc.

Plaintiff,

CIVIL DIVISION

No. 01-200-CD

vs.

PLEADING:

MICHAEL S. STEWART

INTERROGATORIES  
DIRECTED TO  
DEFENDANT

Defendant.

Filed on Behalf of Plaintiff,  
Centerpointe Financial  
Services, LLP, Successor  
to Leaseline Financial, Inc.

Counsel of Record for this  
Party:

Thomas E. Reilly, Esquire  
Pa.I.D. #25832

THOMAS E. REILLY, P.C.  
2025 Greentree Road  
Pittsburgh, PA 15220

(412)341-1600



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL )  
SERVICES, LLP, Successor to )  
Leaseline Financial, Inc., )  
Plaintiff, )  
vs. ) No. 01-200-CD  
MICHAEL S. STEWART, )  
Defendant. )

**INTERROGATORIES DIRECTED TO DEFENDANT**

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., by and through its counsel, Thomas E. Reilly, P.C., with the within Interrogatories directed to Defendant, setting forth as follows:

**I. INSTRUCTIONS AND DEFINITIONS**

A. These Interrogatories are continuing in nature. You are required to supplement your Answers to Interrogatories should additional information become available prior to the time of trial.

B. The word "document" is used herein in its broadest sense and includes any original, reproduction or copy of any kind of typed, recorded graphic, printed, written or documentary matter, including without limitation, correspondence, memorandum, interoffice, communications, notes, diaries, memos, contracts, documents, drawings, plans, specifications, estimates, vouchers, permits, regulations, rules, procedures, graphs, charts, schedules, photographs, logs, directives, minutes of meetings, invoices, billings, checks, reports, records, data compilations, phonograph records, treatises, manuals, source materials, studies, telegraphs, notes of telephone conversations and notes of any and all communications or representation, including letters, words, pictures, sounds or symbols or combinations thereof.

C. Where possible, identify by date, sender, recipient, locations and custodian of each document relied upon or which forms the basis for the answer or response given

or the substance of what is given in the answer or response to these Interrogatories and requests.

D. Where possible, state whether the information furnished is within the personal knowledge of the person answering and, if it is not, state the name, if known, of each person to whom the information is a matter of personal knowledge.

E. Where possible, identify each person who assisted or participated in preparing and/or supplying any of the information given in answer or response to or relied up in preparing answers or responses to these Interrogatories and requests and, where possible, delineate the same in such answers and responses.

F. If you maintain that any document or record which refers to or relates to anything about which these Interrogatories or requests ask have been destroyed, set forth the content of said document, the date of such destruction and the name of the person who ordered or authorized such destruction.

G. Where the answer or response to any of the following Interrogatories or requests may be derived or ascertained from any of your records or from an examination, audit or inspection of such records or from a compilation, abstract or summary based thereof, please specify the records from which the answer or response may be derived or ascertained.

H. In each instance where Interrogatories are answer on information and belief, state the basis for such information and belief.

I. To the extent that you may object to any Interrogatories herein, whether in whole or in part, you are to respond to as much of the Interrogatory concerned as to which no objection is asserted. With respect to the portion of the Interrogatory to which an objection is asserted, you should state with specificity the basis of that objection and indicate whether the information requested is contained in any documents and/or was the subject of any oral communication.

J. Unless otherwise indicated by context, the present tense of the verb indicates the past and future tenses and *vice versa* and the singular of any noun includes the plural and *vice versa*.

K. The terms "and" and "or" are used interchangeably and each term includes the other.

L. The term "you or your" shall mean the party to whom these Interrogatories are directed, and its agents, attorneys, representatives and assigns, and any and all persons acting or purporting to act on its behalf.

M. The term "person" shall mean any natural person, corporation, partnership, proprietorship, association, organization, group of natural persons, or other entity of any nature whatsoever.

N. The terms "describe", "state", "give" or "have" shall mean to set forth fully and unambiguously every fact relevant to the answer called for by the Interrogatory of which you, your agents or representatives have knowledge.

O. The term "identify" shall mean:

(1) When referring to a documents, state the type of document (*i.e.* a letter, contract, memorandum, etc.) its date, the author(s) and address(s) of the document, its title, general subject matter, present location, and the name and address of its custodian. Documents to be identified shall include documents with respect to which a privilege is or may be claimed.

(2) When referring to a natural person, state his or her full name, present or last known address and business address, present or last known employer or business affiliation, and present or last known position held.

(3) When referring to an entity other than a natural person, state its full name and the address of its principal place of business.

(4) When referring to an oral communication, state the date on which it occurred, identify the speaker and each other person who was present when it was made, state the substance and identify the documents which refers or relates, in whole or in part, to said oral communications.

P. The term "vehicle" refers to a 1994 Western Star Tractor, Serial No. 2WKPDCCH9RK935441.

## II. INTERROGATORIES

1. On what date do you contend the vehicle involved was repossessed?

ANSWER:

2. Describe the location of the vehicle on the date of repossession.

ANSWER:

3. Were you present when the vehicle was repossessed?

ANSWER:

4. If the answer to the foregoing interrogatory is no, state all the facts, either known to you personally or communicated to you by another person, that support your contention that the vehicle was repossessed. When the source of information is another person, identify that person.

ANSWER:

5. If the answer to Interrogatory No. 3 is no, state the last date that you saw the vehicle.

ANSWER:

6. On the date identified in the immediately proceeding interrogatory, describe the location of the vehicle.

ANSWER:

7. Identify the owner of the property on which the vehicle was located on the date of repossession.

ANSWER:

8. Identify the owner of the property on which the vehicle was located on the date that you last saw the vehicle, if different than the date of repossession.

ANSWER:

9. Did you, at any time prior to the alleged repossession, offer the vehicle for sale?

ANSWER:

10. If the answer to the immediately preceding interrogatory is yes, describe each and every document, either personally known to you, or the existence of which was communicated to you, that pertains in any way to your offer of the vehicle for sale.

ANSWER:

11. Describe all steps that you took to verify that the vehicle was repossessed and the identity of the parties that repossessed it.

ANSWER:

12. Describe each and every document in your possession, or known to you to exist, that pertains to the alleged repossession of this vehicle.

ANSWER:

13. State the dates within two (2) years immediately preceding the repossession that you made payments to any creditor with respect to the vehicle.

ANSWER:

14. For each payment identified in the immediately preceding interrogatory state whether you have in your possession a canceled check showing receipt by the creditor of payment identified or a document that confirms receipt of payment.

ANSWER:

15. From the date that you purchased the vehicle until the date of the alleged repossession did you maintain records regarding the repair and maintenance of the vehicle? If the answer to the foregoing question is yes, describe each and every

document that you have in your possession, or the existence of which you are aware, that pertains to the repair and maintenance of the vehicle.

ANSWER:

16. Did you maintain a driver's log with respect to the vehicle. If the answer to the foregoing is yes, do you have possession of the driver's log for the vehicle? If the answer is yes, describe the location of the driver's log.

ANSWER:

17. Did you at any time make an insurance claim with respect to the vehicle? If the answer is yes, describe each and every document in your possession or known to you to exist that pertains any insurance claim that you made with respect to the vehicle.

ANSWER:

18. Did you receive any citations or other tickets from police or other regulatory authorities pertaining to the vehicle? If the answer is yes, describe each and every document pertaining to any citation or tickets received from any regulatory authority regarding the vehicle.

ANSWER:

19. Aside from the alleged repossession, did any creditor of yours take possession or retain possession, or refuse to give you possession of the vehicle at any time? If the answer to the foregoing is yes, describe each and every fact known to you pertaining to the circumstances by which the creditor did not provide you with possession of the vehicle.

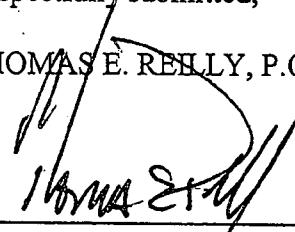
ANSWER:

20. Identify any person that participated in the preparation of the answers to these interrogatories, identifying with respect thereto the circumstances of their participation.

ANSWER:

Respectfully submitted,

THOMAS E. REILLY, P.C.

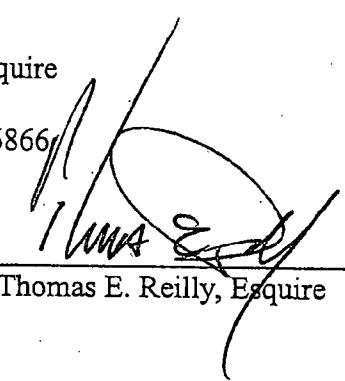
  
\_\_\_\_\_  
Thomas E. Reilly

Thomas E. Reilly, Esquire  
Attorney for Plaintiff, Centerpoint  
Financial Services, LLP, Successor  
to Leaseline Financial, Inc.

**CERTIFICATE OF SERVICE**

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Interrogatories directed to Defendant was mailed via First Class United States mail, postage prepaid, on the 19th day of June, 2001 to the following:

John R. Carfley, Esquire  
P.O. Box 249  
Philipsburg, PA 16866

  
\_\_\_\_\_  
Thomas E. Reilly, Esquire

**FILE COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CENTERPOINTE FINANCIAL  
SERVICES, LLP, Successor to  
Leaseline Financial, Inc.

Plaintiff,

CIVIL DIVISION

No. 01-200-CD

vs.

MICHAEL S. STEWART

PLEADING:

**REQUEST FOR  
PRODUCTION OF  
DOCUMENTS**

Défendant.

Filed on Behalf of Plaintiff,  
Centerpointe Financial  
Services, LLP, Successor  
to Leaseline Financial, Inc.

Counsel of Record for this  
Party:

Thomas E. Reilly, Esquire  
Pa.I.D. #25832

THOMAS E. REILLY, P.C.  
2025 Greentree Road  
Pittsburgh, PA 15220

(412)341-1600

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL )  
SERVICES, LLP, Successor to )  
Leaseline Financial, Inc., )  
Plaintiff, )  
vs. ) No. 01-200-CD  
MICHAEL S. STEWART, )  
Defendant. )

**REQUEST FOR PRODUCTION OF DOCUMENTS**

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., by and through its counsel, Thomas E. Reilly, P.C., and requests that you produce at the Law Offices of Thomas E. Reilly, P.C., 2025 Greentree Road, Pittsburgh, PA 15220 the following:

**I. INSTRUCTIONS AND DEFINITIONS**

1. With respect to each of the following requests, you should identify and produce all documents which are known to you or which can be located or discovered by you through diligent effort on the part of you, your employees, representatives, attorneys or accountants, including but not limited to, all documents which are in the business or personal files of your employees, in the possession of your representatives, attorneys or accountants or accessible to you, your employees or your representatives, attorneys or accountants.

2. The following requests shall be deemed to be continuing so as to require further and supplemental production of documents by you in accordance with the Pennsylvania Rules of Civil Procedure.

3. The word "document" is used herein in its broadest sense and includes any original, reproduction or copy of any kind of typed, recorded graphic, printed, written or documentary matter, including without limitation, correspondence, memorandum,

interoffice, communications, notes, diaries, memos, contracts, documents, drawings, plans, specifications, estimates, vouchers, permits, regulations, rules, procedures, graphs, charts, schedules, photographs, logs, directives, minutes of meetings, invoices, billings, checks, reports, records, data compilations, phonograph records, treatises, manuals, source materials, studies, telegraphs, notes of telephone conversations and notes of any and all communications or representation, including letters, words, pictures, sounds or symbols or combinations thereof.

4. If any documents requested herein, or fairly comprised within the scope of the following requests, have been lost or destroyed, you shall provide, in lieu or a true and correct copy thereof, a list of each document lost or destroyed together with the following information: (1) the date of origin; (2) a brief description of the document; (3) the author of the document; (4) the date upon which the document was lost or destroyed; and (5) a brief statement of the manner in which the document was lost or destroyed.

5. In the event you refuse to produce any document requested on grounds of any claimed privilege from discovery, state each ground for such claimed privilege, describe the document withheld by date, author, recipients (including all persons who were shown or received a copy), and give a general description of the subject matter of the document.

6. In the event that more than one copy of a document exists, the original shall be produced, as well as every copy on which appears any notation or marking of any sort not appearing on the original.

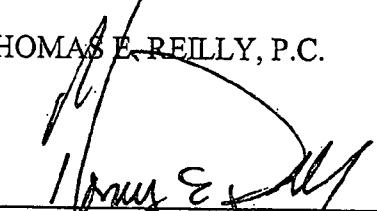
7. For any documents which are stored or maintained in files in the normal course of business, such documents shall be produced in such files, or in such a manner as to preserve and indicate the file from which such documents were taken.

## II. REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Copies of each and every document referred to in the Answers to Interrogatories served in conjunction with this Request for Production of Document.

Respectfully submitted,

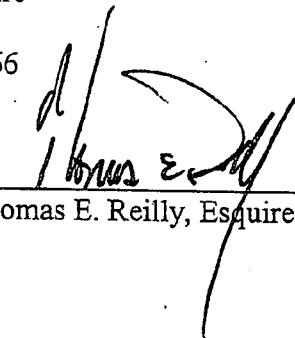
THOMAS E. REILLY, P.C.

  
Thomas E. Reilly, Esquire  
Attorney for Plaintiff, Centerpoint  
Financial Services, LLP, Successor  
to Leaseline Financial, Inc.

**CERTIFICATE OF SERVICE**

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Request for Production of Documents directed to Defendant was mailed via First Class United States mail, postage prepaid, on the 19th day of June, 2001 to the following:

John R. Carfley, Esquire  
P.O. Box 249  
Philipsburg, PA 16866

  
\_\_\_\_\_  
Thomas E. Reilly, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

## CIVIL DIVISION

CENTERPOINTE FINANCIAL )  
SERVICES, LLP, Successor to )  
Leaseline Financial, Inc., )  
Plaintiff, )  
vs. ) No. 01-200-CD  
MICHAEL S. STEWART, )  
Defendant. )

**ORDER OF COURT**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2001, upon the Motion for  
Sanctions of Plaintiff, Centerpoint Financial Services, LLP, good cause appearing  
therefore, IT IS ORDERED that the denials of Defendant, Michael Stewart, set forth in  
his Answer are hereby STRICKEN, and

IT IS FURTHER ORDERED that Defendant, Michael Stewart, shall pay to Plaintiff, Centerpoint Financial Services, LLP, the sum of \$ \_\_\_\_\_ for its attorneys fees incurred in the filing of the Motion for Sanctions.

1

## **CERTIFICATE OF SERVICE**

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Plaintiff's Motion to Compel Answers to Interrogatories and Production of Documents directed to Defendant was mailed via First Class United States mail, postage prepaid, on the 31 day of September, 2001 to the following:

John R. Carfley, Esquire  
P.O. Box 249  
Philipsburg, PA 16866

Thomas Reilly  
Thomas E. Reilly, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

CENTERPOINTE FINANCIAL )  
SERVICES, LLP, Successor to )  
Leaseline Financial, Inc., )  
 ) Plaintiff, )  
 )  
vs. ) ) No. 01-200-CD  
 )  
MICHAEL S. STEWART, )  
 )  
Defendant. )

SCHEDULING ORDER OF COURT

AND NOW, to-wit, this 27<sup>th</sup> day of September, 2001, upon consideration of Plaintiff's Motion to Compel Answers to Interrogatories and Request for Production of Documents, it is hereby ORDERED, ADJUDGED and DECREED that a hearing on said Motion shall take place on the 17<sup>th</sup> day of October, 2001, before the Honorable Judge Reilly in Courtroom No. 1, Clearfield County Courthouse, Clearfield, PA 16830. at 2:00 AM.

BY THE COURT:

J.

**FILED**

SEP 28 2001

William A. Shaw  
Prothonotary

**FILED**

SEP 28 2001

18502cc atty Thomas  
William A. Shaw  
Prothonotary

✓  
Kelli  
Kelli

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CENTERPOINTE FINANCIAL  
SERVICES, LLP, Successor to  
Leaseline Financial, Inc.

CIVIL DIVISION

Plaintiff,

No. 01-200-CD

vs.

PLEADING:

MICHAEL S. STEWART

**MOTION FOR  
SUMMARY JUDGMENT**

Defendant.

Filed on Behalf of Plaintiff,  
Centerpointe Financial  
Services, LLP, Successor  
to Leaseline Financial, Inc.

Counsel of Record for this  
Party:

Thomas E. Reilly, Esquire  
Pa.I.D. #25832

THOMAS E. REILLY, P.C.  
2025 Greentree Road  
Pittsburgh, PA 15220

(412)341-1600

**FILED**

MAY 08 2002  
mli:461/nc  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

## CIVIL DIVISION

CENTERPOINTE FINANCIAL )  
SERVICES, LLP, Successor to )  
Leaseline Financial, Inc., )  
 )  
Plaintiff, )  
 )  
vs. ) No. 01-200-CD  
 )  
MICHAEL S. STEWART, )  
 )  
Defendant. )

## **MOTION FOR SUMMARY JUDGMENT**

AND NOW, comes Plaintiff, Centerpointe Financial Services, LLP, Successor to Leaseline Financial, Inc., (hereinafter "Plaintiff"), by and through its counsel, Thomas E. Reilly, P.C., and pursuant to Rule 1035 of the Pennsylvania Rules of Civil Procedure, files the within Motion for Summary Judgment averring as follows:

1. Plaintiff commenced this Complaint in Civil Action for Damages and  
Replevin on or about February 8, 2001, seeking Damages for default of written lease  
agreement and Replevin of a 1994 Western Star tractor truck.

2. On or about September 9, 1997, Defendant leased from Plaintiff's predecessor, Leaseline Financial, Inc. one (1) 1994 Western Star Tractor, Serial No. 2WKPDCCCH9RK935441, pursuant to a written lease.

3. Defendant, Michael S. Stewart, answered stating that he no longer had possession of the vehicle and alleging that Plaintiff previously repossessed the vehicle.

4. Plaintiff denies having repossessed the vehicle and Defendant has offered no evidence of the alleged repossession.

5. Plaintiff, for the purposes of obtaining judgment, is willing to reduce the amount owed to it by Defendant by crediting the fair market value of the 1994 Western Star Tractor at the time the alleged repossession occurred. Thereby resolving the only disputed fact of the case and bringing the case within the scope of Pennsylvania Rule of Civil Procedure, Rule 1025.2.

WHEREORE, Centerpointe Financial Services, LLP respectfully requests that the Court enter summary judgment for Centerpointe Financial Services, and against the Defendant in the sum of \$93,489.68.

Respectfully submitted,

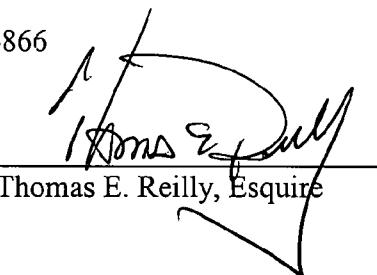
THOMAS E. REILLY, P.C.

Thomas E. Reilly, Esquire  
Attorney for Plaintiff, Centerpointe  
Financial Services, LLP, Successor  
to Leaseline Financial, Inc.

## CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Plaintiff's Motion for Summary Judgment was mailed via First Class United States mail, postage prepaid, on the 2 day of May, 2002 to the following:

John R. Carfley, Esquire  
P.O. Box 249  
Philipsburg, PA 16866

  
\_\_\_\_\_  
Thomas E. Reilly, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CENTERPOINT FINANCIAL  
SERVICES, LLP, Successor to  
Leaseline Financial, Inc.

CIVIL DIVISION

Plaintiff,

No. 01-200-CD

vs.

PLEADING:

MICHAEL S. STEWART

**PRAECIPE FOR  
ARGUMENT DATE**

Defendant.

Filed on Behalf of Plaintiff,  
Centerpoint Financial  
Services, LLP, Successor  
to Leaseline Financial, Inc.

Counsel of Record for this  
Party:

Thomas E. Reilly, Esquire  
Pa.I.D. #25832

THOMAS E. REILLY, P.C.  
2025 Greentree Road  
Pittsburgh, PA 15220

(412)341-1600

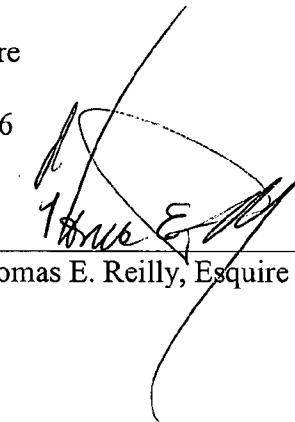
**FILED**

MAY 06 2002  
m/1461no/c  
William A. Shaw  
Prothonotary

## CERTIFICATE OF SERVICE

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Plaintiff's Praeclipe for Argument Date was mailed via First Class United States mail, postage prepaid, on the 2 day of May, 2002 to the following:

John R. Carfley, Esquire  
P.O. Box 249  
Philipsburg, PA 16866

  
\_\_\_\_\_  
Thomas E. Reilly, Esquire

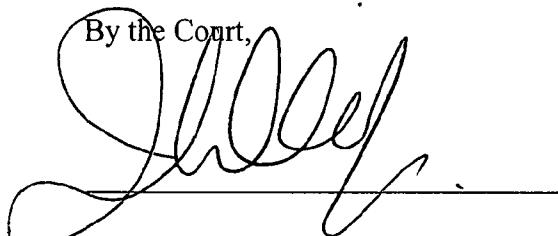
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

CENTERPOINTE FINANCIAL  
SERVICES, LLP, Successor to :  
Leaseline Financial, Inc. :  
-VS- : No. 01-200-CD  
MICHAEL S. STEWART :  
:

O R D E R

NOW, this 17<sup>th</sup> day of June, 2002, upon consideration of Motion for Summary Judgment filed on behalf of Plaintiff above-named, and argument thereon, it is the ORDER of this Court that said matter be and is hereby continued for a period of 10 days to permit Plaintiff the opportunity to supplement the record with documented evidence to the allegation that they are the successor to Leaseline Financial, Inc., the original lessor of the subject vehicle, and to give Defendant the opportunity to submit to opposing counsel and to the Court an alternative figure to which he believes he is entitled to be set off against the claim of the Plaintiff.

By the Court,  
  
President Judge

**FILED**

JUN 17 2002

William A. Shaw  
Prothonotary

**FILED**

0135284  
JUN 17 2002

Ice Thomas Reilly  
1cc Castley

William A. Shaw  
Prothonotary  
WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CENTERPOINTE FINANCIAL  
SERVICES, LLP, Successor to  
Leaseline Financial, Inc.

CIVIL DIVISION

Plaintiff,

No. 01-200-CD

vs.

PLEADING:

MICHAEL S. STEWART

**SUBMISSION IN  
ACCORDANCE WITH  
ORDER OF COURT  
DATED JUNE 17, 2002**

Defendant.

Filed on Behalf of Plaintiff,  
Centerpointe Financial  
Services, LLP, Successor  
to Leaseline Financial, Inc.

Counsel of Record for this  
Party:

Thomas E. Reilly, Esquire  
Pa.I.D. #25832

THOMAS E. REILLY, P.C.  
2025 Greentree Road  
Pittsburgh, PA 15220

(412)341-1600

**FILED**

JUN 27 2002

m / 11:55/wm  
William A. Shaw  
Prothonotary  
no cc

EKR

Execution Copy

**LFI FINANCE CORP. III**  
Issuer,

**THE INDUSTRIAL BANK OF JAPAN, LIMITED**  
Servicer,

and

**BANKERS TRUST COMPANY**  
Trustee

---

**AMENDMENT NO. 1 dated as of**  
**August 14, 2000 to the**

Amended and Restated Servicing Agreement  
Dated as of April 13, 1998

---

987485v14

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

LFI Finance Corp. III,  
Issuer

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

The Industrial Bank of Japan, Limited  
Servicer

By Taro Yoshida  
Name Taro Yoshida  
Title Senior Vice President

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

The Industrial Bank of Japan, Limited, New York  
Branch

By: \_\_\_\_\_  
Name: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

LFI Finance Corp. III,  
Issuer

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

The Industrial Bank of Japan, Limited  
Servicer

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By Becky A. Morrison  
Name Becky A. Morrison  
Title Vice President / Manager

The Industrial Bank of Japan, Limited, New York  
Branch

By: \_\_\_\_\_  
Name: \_\_\_\_\_

996464v6

IN WITNESS WHEREOF, the parties hereunto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

LFI Finance Corp. III,  
Issuer

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

The Industrial Bank of Japan, Limited  
Servicer

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

The Industrial Bank of Japan, Limited, New York  
Branch

By:   
Name: Tomo Yoshiida  
Title: Senior Vice President

996464v4

## STROOCK &amp; STROOCK &amp; LAVAN LLP

180 MAIDEN LANE  
NEW YORK, NY 10038-4982

PHONE 212-806-5400  
FAX 212-806-6006

August 14, 2000

Bankers Trust Company  
Four Albany Street  
New York, New York

Re: LFI Finance Corp. Series 1997-1 Class A and Class B Leased-Backed Notes

Gentlemen:

We have acted as special counsel to The Industrial Bank of Japan, Limited in connection with the Fourth Supplemental Indenture (the "Fourth Supplemental Indenture") dated as of August 14, 2000 among Bankers Trust Company (the "Trustee"), LFI Finance Corp. III (the "Issuer"), The Industrial Bank of Japan, Limited (the "Servicer"), GE Capital Business Asset Funding Corporation and The Industrial Bank of Japan, Limited, New York Branch.

Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Indenture (as defined below) unless the context otherwise requires.

The Industrial Bank of Japan, Limited has advised us that pursuant to Section 9.02 of the Indenture (the "Indenture") dated as of June 1, 1997 among the Trustee, the Issuer and Leaseline Financial, Inc., the Trustee, the Issuer and the Servicer wish to enter into the Fourth Supplemental Indenture.

In connection with the opinion expressed below, we have read and examined a copy of the relevant provisions of the Indenture and the Fourth Supplemental Indenture, of which we have assumed the genuineness of all signatures, the completeness and authenticity and the conformity thereof to the original document. We have made such examination as is necessary to enable us to render the opinion expressed below. As to various matters of fact relevant to the opinion hereinafter expressed, we have relied upon statements of officers and representatives of the Servicer.

In rendering this opinion we have assumed that (i) GE Capital Business Asset Funding Corporation and The Industrial Bank of Japan, Limited, New York Branch are the only Holders of all Outstanding Notes and each has consented to the Fourth Supplemental Indenture, (ii) all parties to the Indenture have consented to the Fourth Supplemental Indenture, and (iii) that pursuant to the Indenture, promptly after the execution of the Fourth Supplemental Indenture, the Issuer shall mail to the Holders of the Notes and the Rating Agencies a copy of the Fourth Supplemental Indenture.

2029 CENTURY PARK EAST  
LOS ANGELES, CA 90067

PHONE 310-556-5800  
FAX 310-556-5959

200 SOUTH BISCAYNE BLVD  
MIAMI, FL 33131

PHONE 305-358-9900  
FAX 305-789-9302

1150 SEVENTEENTH STREET, N.W.  
WASHINGTON, DC 20036

PHONE 202-452-9250  
FAX 202-293-2293

## STROOCK &amp; STROOCK &amp; LAVAN LLP

Bankers Trust Company  
August 14, 2000  
Page 2

Based upon the foregoing, we are of the opinion that:

The amendment of the definition of the Amended and Restated Servicing Agreement in the Indenture pursuant to Section 9.02 of the Indenture as restated in the Fourth Supplemental Indenture is permitted under the Indenture and the conditions of Section 9.02 of the Indenture have been complied with.

Attorneys involved in the preparation of this opinion are admitted to practice law in the State of New York and no opinion is expressed herein concerning any law other than the laws of such jurisdiction and the federal laws of the United States of America.

This opinion is solely for the benefit of the addressees hereof, and may not be relied upon in any manner by any other person or entity.

Very truly yours,



STROOCK & STROOCK & LAVAN LLP.

996555v2

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture  
as of the day and year first above written.

Bankers Trust Company, Trustee

By P. Becker  
Name PETER BECKER  
Title ASSISTANT VICE PRESIDENT

LFI Finance Corp. III,

Issuer

By \_\_\_\_\_  
Name  
Title

The Industrial Bank of Japan, Limited

Service

By \_\_\_\_\_  
Name  
Title

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By \_\_\_\_\_  
Name  
Title

The Industrial Bank of Japan, Limited, New York  
Branch

By: \_\_\_\_\_  
Name:

996464v6

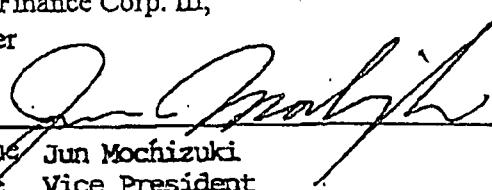
\*\* TOTAL PAGE .03 \*\*

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture as of the day and year first above written.

Bankers Trust Company, Trustee

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

LFI Finance Corp. III,  
Issuer

By   
Name Jun Mochizuki  
Title Vice President

The Industrial Bank of Japan, Limited  
Servicer

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

The Industrial Bank of Japan, Limited, New York  
Branch

By: \_\_\_\_\_  
Name: \_\_\_\_\_

996464v4

Execution Copy

**LFI FINANCE CORP. III**  
Issuer,

**THE INDUSTRIAL BANK OF JAPAN, LIMITED**  
Servicer,

and

**BANKERS TRUST COMPANY**  
Trustee

---

**AMENDMENT NO. 1 dated as of**  
**August 14, 2000 to the**

Amended and Restated Servicing Agreement  
Dated as of April 13, 1998

---

**EXHIBIT "G"**

987485v14

## INDUSTRIAL BANK OF JAPAN

## LFI FINANCE CORP. SERIES 1997-1 CLASS A AND CLASS B LEASED-BACKED NOTED

\* \* \*

August 14, 2000

\* \* \*

## Table of Contents

<u>DOCUMENT</u>	<u>TAB</u>
Amendment No. 1 dated as of August 14, 2000 to the Amended and Restated Servicing Agreement among LFI Finance Corp. III, The Industrial Bank of Japan, Limited and Bankers Trust Company dated as of April 13, 1998 .....	1
Fourth Supplemental Indenture dated as of August 14, 2000 among LFI Finance Corp. III, The Industrial Bank of Japan, Limited and Bankers Trust Company to that certain Indenture dated as of June 1, 1997 .....	2
Opinion of Stroock & Stroock & Lavan LLP dated August 14, 2000 .....	3
Full and Final Settlement Agreement date August 10, 2000 to the Subservicing Agreement between The Industrial Bank of Japan - New York Branch and American Network Leasing Corporation dated as of April 20, 1998.....	4
Letter from The Industrial Bank of Japan to Bankers Trust Company.....	5

1013104v1

EXHIBIT "F"

AMENDMENT NO. 1, dated as of August 14, 2000, among LFI FINANCE CORP. III, as Issuer, (the "Issuer"), THE INDUSTRIAL BANK OF JAPAN, LIMITED, as servicer, (the "Servicer" or the "Predecessor Servicer") and BANKERS TRUST COMPANY as trustee, (the "Trustee") to that certain Amended and Restated Servicing Agreement dated as of April 13, 1998 (the "Servicing Agreement").

WHEREAS, the Issuer, the Trustee and the Servicer entered into the Servicing Agreement, to provide for the servicing of the Lease Assets; and

WHEREAS, Section 6.02 of the Servicing Agreement permits The Industrial Bank of Japan, Limited (the "IBJ Holder") to appoint a successor Servicer with the consent of GE Capital Business Asset Funding Corporation, formerly known as Metlife Capital Corporation (the "Class B Noteholder"); and

WHEREAS, the IBJ Holder desires to appoint Centerpoint Financial Services, LLC (the "Successor Servicer") to act as successor Servicer; and

WHEREAS, the Servicer, pursuant to Section 5.04 of the Servicing Agreement wishes to resign from the duties and obligations imposed under the Servicing Agreement and the Indenture; and

WHEREAS, Section 8.02(b) of the Servicing Agreement permits the Servicing Agreement to be amended from time to time by the Servicer with the consent of the Trustee and the Holders of not less than 50% of the aggregate principal amount of the Notes Outstanding, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Servicing Agreement; and

WHEREAS, the parties hereto wish to amend the Servicing Agreement;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Servicing Agreement.

2. The Industrial Bank of Japan, Limited hereby resigns as Servicer as of August 14, 2000 (the "Effective Date").

3. The IBJ Holder hereby appoints Centerpoint Financial Services, LLC ("Centerpoint" or the "Successor Servicer") as successor Servicer and Centerpoint hereby accepts such appointment and assumes the obligations of the Servicer as of the Effective Date and shall be the successor in all respects to the Servicer in its capacity as Servicer from and after the Effective Date.

4. Section 3.09 of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

*"Section 3.09. Servicing Compensation.*

(a) As compensation for the performance of its obligations under this Agreement, for the Payment Dates up to and including August 2000, the Predecessor Servicer shall be entitled to receive the greater of: a) the servicer fees as set forth in Section 13 of the Task Order or b) \$6,800.00 (the "Base Predecessor Servicing Fee"). The Predecessor Servicer shall also be entitled to receive any and all additional amounts payable to the Subservicer by the Predecessor Servicer pursuant to the Subservicing Agreement (the "Additional Amounts"). The Predecessor Servicer agrees to provide written invoices to the Trustee for the Additional Amounts. In addition to the foregoing amounts, the Predecessor Servicer will be entitled to prompt reimbursement from the Issuer for its reasonable costs and expenses (including attorney's fees and out of pocket expenses) incurred by the Predecessor Servicer in connection with the entering into this Amendment No. 1 to the Amended and Restated Servicing Agreement, Supplement No. 4 to the Indenture, the Settlement Agreement to the Subservicing Agreement and any other related documents.

(b) As compensation for the performance of its obligations under this Agreement for the Payment Date in September 2000, the Predecessor Servicer shall be entitled to receive a pro rata portion of the Base Predecessor Servicing Fee for the August Due Period, equal to the product of (x) the Base Predecessor Servicing Fee and (y) a fraction, the numerator of which is 14 and the denominator of which is 31. The Predecessor Servicer shall also be entitled to receive any and all Additional Amounts. The Predecessor Servicer agrees to provide written invoices to the Trustee for the Additional Amounts. The Predecessor Servicer will be entitled to prompt reimbursement from the Issuer for reasonable costs and expenses incurred by the Predecessor Servicer.

(c) As compensation for the performance of its obligations under this Agreement, for the Payment Date in September 2000, the Successor Servicer shall be entitled to receive a pro rata portion of the Base Successor Servicing Fee (as defined below) for the August Due Period, equal to the product of (x) the Base Successor Servicing Fee and (y) a fraction, the numerator of which is 17 and the denominator of which is 31. In addition to the compensation described in the preceding sentence, the Successor Servicer shall be entitled to and reimbursed for the reasonable costs and expenses incurred by the Successor Servicer (including reasonable attorney's fees and out of pocket expenses) in connection with the realization, attempted realization or enforcement of rights and remedies on Uncollected Lease Contracts. The Successor Servicer agrees to provide written invoices to the Trustee for the amounts described in the preceding sentence.

987485v14

EXHIBIT "D",  
2

(d) As compensation for the performance of its obligations under this Agreement, on each Payment Date commencing in October 2000, the Successor Servicer shall be entitled to receive as its servicing fee (the "Base Successor Servicing Fee") the sum of

(i) the greater of: a) \$30.00 per Collectable Lease Contract serviced by the Successor Servicer during the related Due Period or b) \$1,500.00 per Due Period or with respect to any Payment Date that the number of Collectable Lease Contracts as of the first day of the related Due Period falls to less than 18, \$500.00 per month; and

(ii) the product of (a) the Applicable Percentage for the related Due Period and (b) Net Recoveries for such Due Period.

In addition to the Base Successor Servicing Fee described in the preceding sentence, the Successor Servicer shall be entitled to and reimbursed for the reasonable costs and expenses incurred by the Successor Servicer (including reasonable attorney's fees and out of pocket expenses) in connection with the realization, attempted realization or enforcement of rights and remedies on Uncollected Lease Contracts (the "Uncollected Lease Contract Expenses"). The Successor Servicer agrees to provide written invoices to the Trustee for the Uncollected Lease Contract Expenses. The Successor Servicer shall be paid such amounts monthly on each Payment Date commencing on the Payment Date in October 2000 and terminating on the first to occur of (i) the Payment Date following the receipt of the last Scheduled Payment and related Residual Proceeds with respect to the last remaining Lease Contract, (ii) the Payment Date following the receipt of Recoveries and Insurance Proceeds with respect to the last remaining Lease Contract (iii) the date on which the Issuer purchases the last remaining Lease Contract or (iv) the Termination of this Agreement pursuant to Section 8.01.

For purposes of this Section, the above mentioned terms shall have the following meanings:

"Applicable Percentage" shall mean with respect to any Due Period 25%; provided, however, if the Successor Servicer has not been reimbursed for the Uncollected Lease Contract Expenses for any three (3) consecutive Payment Dates, then the applicable percentage for such Due Period shall be 30%.

"Collectable Lease Contract" shall mean with respect to any Due Period any Lease Contract in the portfolio that is less than 210 days delinquent as of the first day of such Due Period.

"Net Recoveries" shall mean with respect to any Due Period any recovered payments or liquidation proceeds net of the reasonable cost and expenses incurred by the Successor Servicer

(including reasonable attorney's fees and out-of-pocket expenses) in connection with the realization, attempted realization or enforcement of rights and remedies on any Uncollected Lease Contract deposited in the Collection Account during such Due Period.

"Uncollected Lease Contract" shall mean with respect to any Due Period any Lease Contract in the portfolio that is over 210 days delinquent as of the first day of such Due Period."

The Successor Servicer or Predecessor Servicer, as the case may be, shall be paid the amounts described in this Section by the Issuer at the times and in the priority as set forth in Section 12.02(d)(i) of Supplement No. 4 to the Indenture.

5. Section 3.01 (b)(v) of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"(v) The Servicer may waive, modify or vary any terms of any Lease Contract in the portfolio or consent to the postponement of strict compliance with any such term if in the Servicer's reasonable and prudent determination such waiver, modification or postponement is not materially adverse to the Noteholders; *provided, however,* the Servicer shall not permit any modification with respect to any Lease Contract that would reduce the Implicit Principal Balance by more than 50%. The Servicer shall provide the Trustee and the Noteholders with an amendment to the Lease Schedule reflecting any modification of any Scheduled Payment. If the Servicer desires to modify any Lease Contract that would reduce the Implicit Principal Balance by more than 50%, the Servicer shall notify the Trustee in writing of such and shall direct the Trustee to convey such notice to the Noteholders for their consent. The Trustee shall thereafter convey such written notification to the Noteholders within ten (10) Business Days of receipt and such Lease Contract will only be modified upon the written consent of the Noteholders;"

6. Section 3.11 of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

"Section 3.11 Titles. The Servicer shall (a) use reasonable efforts to submit or shall have caused to be submitted to the applicable government authority for each Leased Vehicle an application for title or retitle in the name of the Issuer and naming the Trustee as secured party, (b) upon receipt of any certificate of title, the Servicer shall promptly verify that the information contained in the certificate of title is materially correct and that the Trustee is shown as the lienholder of the Leased Vehicle covered thereby. If the Servicer determines that such information is not correct, the Servicer shall promptly so advise the Trustee, and the Servicer shall send properly titled or retitled certificates of title to the Trustee at least monthly and (c) track timely title filings and resfilings of title."

7. Section 5.03 of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

*"Section 5.03. Limitation on Liability of the Servicer and Others. Neither the Servicer nor any of the officers, directors, employees or agents of the Servicer shall be under any liability for any action taken or for refraining from the taking of any action in its capacity as Servicer pursuant to this Agreement, for any actions or omissions of any subservicer, agent or representative or for its reliance upon any acts or omissions of any prior servicer or subservicer; provided, however, that this provision shall not protect the Servicer or any such person against any liability which would otherwise be imposed by reason of willful and wanton misconduct or gross negligence in the performance of its duties hereunder. The Servicer and any officer, director, employee or agent of the Servicer may rely in good faith on any document of any kind *prima facie* properly executed and submitted by any Person with respect to any matters arising hereunder. No implied covenants or obligations shall be read into this Agreement against the Servicer. In the event the Servicer performs any activities beyond the requirements of this Agreement, the Servicer shall have the option but will not be required to perform such activities in the future."*

8. Section 6.02(a)(i) of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

*"Section 6.02. Appointment of Successor Servicer (a)(i)*

*The IBJ Holder shall have the ability to appoint a successor Servicer and replace the Servicer with the consent of the Class B Noteholder (which consent shall not be unreasonably withheld) and the Industrial Bank of Japan, Limited, New York Branch if they are no longer the IBJ Holder."*

9. Section 8.04(b) of the Agreement is hereby amended by deleting such Section in its entirety and replacing it with the following:

*"(b) If to the Servicer, at 1675 Larimer Street, Suite 880, Denver, Colorado 80202, Attn: Charles R. Schiell."*

10. The definitions of "Subservicer" and "Subservicing Agreement" shall be deleted from the Servicing Agreement and all references to "Subservicer", "Subservicing Agreement" and "Task Order" (other than the definition thereof and the reference thereto in Section 3.09(a) as amended hereby) shall be deleted from the Servicing Agreement.

11. The Servicer shall not delegate any of its duties and responsibilities to one or more subservicers without the prior written consent of all the Holders of Outstanding Notes.

12. The parties hereto shall execute such documents, and take such other action, as may be required to effectuate the intent of this Amendment No. 1.

13. Except as otherwise set forth herein, the Servicing Agreement shall continue in full force and effect in accordance with its terms.

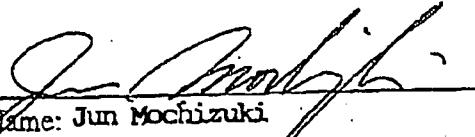
14. This Amendment No. 1 may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original; such counterparts, together, shall constitute one and the same agreement.

15. This Amendment No. 1 shall be construed in accordance with the laws of the State of New York, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

16. All other provisions of the Servicing Agreement are hereby affirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.  
1 to the Servicing Agreement as of the day and year first above written.

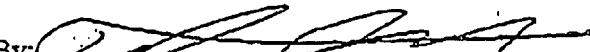
LFI FINANCE CORP. III, Issuer

By: 

Name: Jun Mochizuki

Title: Vice President

THE INDUSTRIAL BANK OF JAPAN, LIMITED,  
Servicer

By: 

Name: Taro Yoshida

Title: Senior Vice President

BANKERS TRUST COMPANY, Trustee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Agreed and Accepted by

CENTERPOINT FINANCIAL SERVICES, LLC, Successor Servicer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

GE CAPITAL BUSINESS ASSET FUNDING CORPORATION, Class B Noteholder

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

987485v13

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Servicing Agreement as of the day and year first above written.

LFI FINANCE CORP. III, Issuer

By: \_\_\_\_\_  
Name:  
Title:

THE INDUSTRIAL BANK OF JAPAN, LIMITED,  
Servicer

By: \_\_\_\_\_  
Name:  
Title:

BANKERS TRUST COMPANY, Trustee

By: P. Becker  
Name: PETER BECKER  
Title: ASSISTANT VICE PRESIDENT

Agreed and Accepted by

CENTERPOINT FINANCIAL SERVICES, LLC, Successor Servicer

By: \_\_\_\_\_  
Name:  
Title:

GE CAPITAL BUSINESS ASSET FUNDING CORPORATION, Class B Noteholder

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.  
1 to the Servicing Agreement as of the day and year first above written.

LFI FINANCE CORP. III, Issuer

By: \_\_\_\_\_

Name:

Title:

THE INDUSTRIAL BANK OF JAPAN, LIMITED,  
Servicer

By: \_\_\_\_\_

Name:

Title:

BANKERS TRUST COMPANY, Trustee

By: \_\_\_\_\_

Name:

Title:

Agreed and Accepted by

CENTERPOINT FINANCIAL SERVICES, LLC, Successor Servicer

By: \_\_\_\_\_

Name: Christopher S. Bell

Title: COO

GE CAPITAL BUSINESS ASSET FUNDING CORPORATION, Class B Noteholder

By: \_\_\_\_\_

Name:

987485v7

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to the Servicing Agreement as of the day and year first above written.

LFI FINANCE CORP. III, Issuer

By: \_\_\_\_\_

Name:

Title:

THE INDUSTRIAL BANK OF JAPAN, LIMITED,  
Servicer

By: \_\_\_\_\_

Name:

Title:

BANKERS TRUST COMPANY, Trustee

By: \_\_\_\_\_

Name:

Title:

Agreed and Accepted by

CENTERPOINT FINANCIAL SERVICES, LLC, Successor Servicer

By: \_\_\_\_\_

Name:

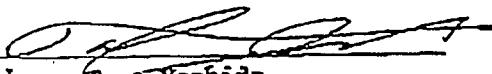
Title:

GE CAPITAL BUSINESS ASSET FUNDING CORPORATION, Class B Noteholder

By: Becky A. Morrison  
Name: Becky A. Morrison  
Title: Vice President / Manager

987485v8

THE INDUSTRIAL BANK OF JAPAN, LIMITED, NEW YORK BRANCH,  
Class A Noteholder

By: 

Name: Taro Yoshida  
Title: Senior Vice President

987485v13

Execution Copy

**Fourth Supplemental  
Indenture**

Fourth Supplemental Indenture, dated as of August 14, 2000, among LFI Finance Corp. III, as Issuer, (the "Issuer"), The Industrial Bank of Japan, Limited, as Servicer, (the "Servicer"), and Bankers Trust Company, as Trustee, (the "Trustee") to that certain Indenture dated as of June 1, 1997, as amended, supplemented and modified to date, (the "Indenture") among the Issuer, the Servicer and the Trustee.

WHEREAS, the Issuer entered into the Indenture to provide for the issuance of the Issuer's Series 1997-1, Class A Lease-Backed Notes (the "Class A Notes") and its Series 1997-1, Class B Leased-Backed Notes (the "Class B Notes" and together with the Class A Notes, "the Notes"), issuable in one or more tranches as provided in the Indenture;

WHEREAS, the Second Supplemental Indenture dated as of April 13, 1998 added the definition of "Amended and Restated Servicing Agreement" to the Indenture;

WHEREAS, Section 9.02 of the Indenture permits the Indenture to be supplemented from time to time pursuant to the provisions set forth therein; and

WHEREAS, the parties hereto wish to supplement the Indenture as set forth herein.

NOW THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.
2. The definition of "Amended and Restated Servicing Agreement" is hereby amended in its entirety to read as set forth below:

"Amended and Restated Servicing Agreement" shall mean the Amended and Restated Servicing Agreement dated as of April 13, 1998 among the Issuer, the Trustee and the Industrial Bank of Japan, Limited, as such agreement may be amended from time to time in accordance with the provisions therein.

3. The following definitions are hereby added to the Indenture and shall have the meanings as set forth below.

"Predecessor Servicer" shall mean The Industrial Bank of Japan, Limited.

"Predecessor Servicing Fee" shall mean (i) for the Payment Dates up to and including August 2000, all amounts set forth in Section 3.09(a) of the Amended and

996464v6

Restated Servicing Agreement and (ii) for the Payment Date in September 2000, all amounts set forth in Section 3.09(b) of the Amended and Restated Servicing Agreement.

"Successor Servicer" shall mean Centerpoint Financial Services, LLC.

"Successor Servicing Fee" shall mean (i) for the Payment Date in September 2000, all amounts set forth in Section 3.09(c) of the Amended and Restated Servicing Agreement and (ii) for the Payment Dates beginning in October 2000, all amounts set forth in Section 3.09(d) of the Amended and Restated Servicing Agreement.

4. Section 12.02(d)(i) of the Indenture is hereby amended by deleting such Section in its entirety and replacing it with the following:

"first, on the Payment Date relating to the Due Period in which a Servicer Termination Notice is delivered to the Servicer, to pay to the Transition Expense Account, an amount equal to \$50,000 for reimbursement to the Back-up or other successor Servicer of transition expenses in accordance with Section 12.05 hereof; and second, to pay to the Predecessor Servicer or the Successor Servicer (A) the Predecessor Servicing Fee or the Successor Servicing Fee, as the case may be; provided, however, for the September 2000 Payment Date, to the extent there are insufficient funds to pay both the Successor Servicer and the Predecessor Servicer their respective fees, such amounts shall be paid on a pro rata basis in accordance with the amounts due to the Predecessor Servicer and the Successor Servicer; (B) the Reinvestment Income (except to the extent previously remitted to the Predecessor Servicer or the Successor Servicer, as the case may be); (C) all amounts received in respect of Lease Receivables as to which the Predecessor Servicer or the Successor Servicer, as the case may be, has made an unrecovered Servicer Advance, to the extent of such Servicer Advance; (D) the amount necessary to reimburse the Predecessor Servicer or the Successor Servicer, as the case may be, for any Nonrecoverable Advance;"

5. Except as otherwise set forth herein, the Indenture, as amended from time to time, shall continue in full force and effect in accordance with its terms.

6. This Fourth Supplemental Indenture may be executed in one or more counterparts and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original; such counterparts, together, shall constitute one and the same agreement.

7. By their execution hereof, each of the Noteholders hereby consent to and authorize and direct the Trustee to execute and deliver this Fourth Supplemental Indenture.

996464v6

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Supplemental Indenture  
as of the day and year first above written.

Bankers Trust Company, Trustee

By P. Becker  
Name PETER BECKER  
Title ASSISTANT VICE PRESIDENT

LFI Finance Corp. III,  
Issuer

By \_\_\_\_\_  
Name  
Title

The Industrial Bank of Japan, Limited  
Servicer

By \_\_\_\_\_  
Name  
Title

Agreed and Accepted by:

GE Capital Business Asset Funding Corporation

By \_\_\_\_\_  
Name  
Title

## LFI Finance Corp III Lease Status Report as of 11/17/98

A	B	C	D	E	F	G	H	I	J	K	L
		CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-S/S	OLDEST	GROSS	CURRENT	UNAPPLIE	Cust#
1	Convalesce Lease#			ACTIVE		11/01/98	32,006.40	1,000.20		4221775	
2	970727	16329	JAMES E. WILBORN	ACTIVE		11/15/98	22,442.04			0025694	
3	970635	10860	ACTIVE TOWING (Previously)	ACTIVE		12/04/98	10,637.64			0031265	
4		15003	DANNY MYHAVER	ACTIVE		12/08/98	36,846.60			0238459	
5	9707122	15419	GJ TOWING	ACTIVE		09/01/98	42,282.64	2,051.25		0504224	
6		15360	FAMILY SERVICES COMPANY,	ACTIVE		11/26/98	50,008.64			0565043	
7		10584	POMPANO WRECKER SERVICE	ACTIVE		05/04/98	55,980.00	9,335.00		0584813	
8	960967	10804	BOUGAS TRUCKING	ACTIVE		09/16/98	53,742.00	3,542.96		0653475	
9	960906	15276	JACOPELLE TRUCKING	ACTIVE		11/01/98	23,658.00	1,138.00		0777839	
10	960766	16105	GURSEL YILDIZ	ACTIVE		11/17/98	42,797.52	-1,168.82	0.03	1073458	
11	11582		DEGRAW SERVICE CENTER,	ACTIVE		11/10/98	17,267.00			1175065	
12	9606112	10867	STINGRAY EXPRESS CORP.	ACTIVE		10/15/98	47,768.60	1,360.00	195.90	1334880	
13	9707120	1160	RONALD F. FAUSAK	ACTIVE		11/22/98	14,430.90			135516	
14	960775	7960	WILLIAM VIVERS	ACTIVE		11/07/98	52,718.00	1,198.15		1367213	
15	704120	16197	ELITE COLLATERAL	ACTIVE		11/17/98	34,225.00			1377431	
16	970779	10805	DALE TRUCKING	ACTIVE		11/20/98	26,282.35	751.21		1398407	
17		7255	ALL HOURS TOWING (TITLE:	ACTIVE		11/22/98	18,504.00	2,084.00		1403036	
18	961231	10582	SMITH TRUCKING	ACTIVE		08/01/98	2,439.36	764.80		1556102	
19		1109	CARBARB TRANSPORT, INC.	ACTIVE		08/01/98	2,439.36	768.66		1556102	
20	970761	1110	CARBARB TRANSPORT, INC.	ACTIVE		11/22/98	35,437.50	1,575.00		1587406	
21	960848	12019	BENNETT'S AUTO RECOVERY	ACTIVE		04/22/98	24,244.00	8,932.00		1885854	
22	970679	10824	ZIMMERMAN TRUCKING	ACTIVE		11/22/98	37,051.20	2,628.80		1924631	
23	970949	16103	CLOUNER TRUCKING	ACTIVE		11/16/98	37,259.84			2125493	
24	970150	15479	FREDRICK N. CLARK	ACTIVE		11/22/98	1,087.00			2497552	
25	705130	10423	ABC AUTO DELIVERY	ACTIVE		04/15/98	10,740.00	2,685.00		2147269	
26		1157	ADVANTAGE AUTO BODY	ACTIVE		10/15/98	40,893.12	-567.98		2204007	
27	970988	16331	LRS TRUCKING	ACTIVE		05/01/98	28,693.05	7,855.38		2206062	
28		11068	HALL TRUCKING	ACTIVE		10/24/98	7,345.04			2295010	
29	970985	6187	RUTH SHANNON	ACTIVE		11/22/98	24,035.20			2361144	
30		15327	CURTIS STEEL TRUCKING	ACTIVE		10/30/98	18,136.36	816.90		2388464	
31	706151	7301	A&A 24 HOUR TOWING	ACTIVE		11/07/98	36,265.95	-0.20		2437615	
32	970732	16033	CHARLES PRUITT	ACTIVE		10/22/98	26,001.00	1,087.00		2497728	
33	960817	15275	ARTHURS TRUCKING	ACTIVE		09/22/98	20,640.69	1,214.17			
34	960933	1155	FRANK MOORE	ACTIVE		11/01/97	50,824.90	19,433.05		2495466	
35	960980	7803	MCCRORY GROUP	ACTIVE		10/17/98	10,362.03	565.97		2530852	
36	9707125	7188	GEORGE L. ROBERTSON	ACTIVE		11/22/98	15,846.60	1,584.88		2554622	
37	960488	7799	NEWMAN PAVING, INC.	ACTIVE		09/25/98	26,602.38	1,237.32		2559235	
38		7916	NEWMAN PAVING, INC.	ACTIVE		09/05/98	26,857.00	2,695.78		2559235	
39	960880	16302	CORDOVA TRUCKING	ACTIVE		11/22/98	38,893.50			2559044	
40	970507	16482	TONY JEFFRIES TRUCKING	ACTIVE		08/22/98	18,423.30	3,318.64		2574787	
41	8167	KEITH SHEDD		ACTIVE		11/01/98	34,078.50	1,002.35		2590659	
42	960965	1090	HENSONS GRADING &	ACTIVE		11/15/98	5,142.20			2594373	
43	970667	16008	RESOURCE TRANSPORTATION	ACTIVE		11/22/98	12,208.40			2597669	
44	970638	7780	ABERCROMBIE & COMPANY	ACTIVE		12/01/98	21,126.60			2599063	
45	980701	108150	J.M.S TRUCKING	ACTIVE		07/08/98	42,397.08	3,854.28	20135	2609841	
46	970605	7937	FREDRICK BROWN	ACTIVE		11/19/98	43,539.60			2612134	
47	970952	106651	MICHAEL W. WAINRIGHT	ACTIVE		11/07/98	15,616.80	835.56		2622583	
48		7840	HAROLD HAIR	ACTIVE		09/01/97	27,981.68	13,121.10		2653119	
49		8139	SWEATS TRUCKING	ACTIVE		10/31/98	15,963.84	1,150.16		266303	
50	960927	8206	CHARLES PARKER	ACTIVE		07/01/98	41,853.60	3,691.20		2670283	

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
1	CONVEYANCE LEASE#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD. \$IG	OLDEST	GROSS	CURRENT	UNAPPLIE	CUSTOFF
51	970451	8162	JOHN GAY	ACTIVE		09/22/98	29,340.00	1,630.00		2679853	
52	8606115	15453	PRIMO TRUCKING	ACTIVE		01/08/00	42,358.40	-1,323.70		2683323	
63	970624	12030	KINGSVILLE TOWING AND	ACTIVE		11/15/98	18,491.10			2707004	
54	16853		DENNIS L. NEW TRUCKING	ACTIVE		12/01/98	26,218.10			2737012	
55	1772		KCLAIN TRUCKING	ACTIVE		10/08/98	17,850.89	845.31		2765810	
56	7390		ADKINS TRUCKING	ACTIVE		11/10/98	6,887.70	-45.94		2877682	
57	970623	8171	JMF INC.	ACTIVE		11/03/98	76,936.38	1,682.53		2846263	
58	970804	15303	S&V KIMBROUGH TRUCKING	ACTIVE		12/08/98	11,139.39	-588.31		3048868	
59	970948	7071	ED YELTON TRUCKING, INC.	ACTIVE		11/02/98	7,056.49			3077237	
60	970952	16007	DOYLE K. DAVIDSON	ACTIVE		08/24/98	21,726.10	2,952.65	35.00	3105655	
61	970731	15136	JOHN JAY VELA TRUCKING	ACTIVE		10/01/98	37,668.96	2,514.24		3108243	
62	970797	15276	DAH TRUCKING	ACTIVE		11/04/98	10,303.20	572.40		3109850	
63	970778	16234	COLLINS TRUCKING	ACTIVE		10/31/98	6,801.95	682.62		3114523	
64	9707132	11546	WENCE TRUCKING	ACTIVE		11/22/98	37,297.40	-245.29		3135616	
65	7041122	16697	MIDWEST FIBER OPTICS	ACTIVE		12/01/98	49,637.22			3147219	
66	8305		THOMAS KLEIN	ACTIVE		12/01/98	11,244.80			3205418	
67	970984	10578	RUSSELL TRUCKING	ACTIVE		11/06/98	50,796.00	1,494.00		3304230	
68	970618	15366	LAMON'S TOWING	ACTIVE		08/15/98	48,578.95	2,285.47		3344658	
69	970823	15323	B. BISHOP SAND & GRAVEL,	ACTIVE		11/22/98	67,162.92			3377449	
70	970836	15324	B. BISHOP SAND & GRAVEL,	ACTIVE		11/22/98	27,350.00			3377448	
71	970736	7219	QUAD CITY TOWING	ACTIVE		10/16/98	21,000.00	600.00		3389802	
72	9707112	16470	EDWARDS ROBINSON	ACTIVE		07/01/98	28,932.98	4,404.85		3444200	
73	970852	7851	JIMMY'S AUTO PARTS	ACTIVE		12/01/98	45,467.84			3684212	
74	970824	7814	KIMM'S TOWING	ACTIVE		08/01/98	43,557.28	4,051.84	102.10	3687843	
75	969150	8173	D&M TOWING	ACTIVE		08/24/98	75,949.65	3,231.90		3705494	
76	970737	16877	BOB'S TOWING & RECOVERY	ACTIVE		11/01/98	31,820.04	757.82		3724276	
77	970843	70370	TOMKOS HAULING	ACTIVE		12/08/98	16,158.45			3746111	
78	961030	108031	JT TRUCKING	ACTIVE		10/16/98	34,976.00	1,093.00		3765424	
79	970545	16137	BABASH TRUCKING	ACTIVE		10/16/98	46,752.00	2,337.60		378430	
80	860747	7958	D&H TOWING & RECOVERY	ACTIVE		11/30/98	48,810.88			3781605	
81	970856	11351	WILLIAMLINE	ACTIVE		11/24/98	52,610.64			3781860	
82	960924	11124	COACH TRUCKING	ACTIVE		11/16/98	12,800.00	-840.00		3795869	
83	970545	16480	CBC TRUCKING	ACTIVE		11/22/98	13,276.20			3800253	
84	970530	7270	MIKE'S SERVICE, INC.	ACTIVE		01/08/98	10,620.75	6,057.50	5.44	3827682	
85	15055	16474	OCEANA AUTO	ACTIVE		08/28/98	12,817.78	2,021.86		3854633	
86	970462	16474	JMK TRANSPORT	ACTIVE		08/01/98	8,125.20	3,650.08		3888433	
87	960851	16478	JMK TRANSPORT	ACTIVE		08/01/98	38,745.72	4,558.32		3888433	
88	970537	8170	ADBO	ACTIVE		06/08/98	28,930.28	3,748.65		3908463	
89	16682		REAMS-B.C.R. TRUCKING	ACTIVE		06/08/98	78,082.85	6,307.76		4037278	
90	960534	7014	K-T EXPRESS	ACTIVE		11/15/98	5,922.00			4084007	
91	970869	7015	K-T EXPRESS	ACTIVE		11/15/98	5,922.00			4084007	
92	961020	7016	K-T EXPRESS	ACTIVE		11/15/98	5,051.47	870.63		4084007	
93	970535	7017	K-T EXPRESS	ACTIVE		11/15/98	5,051.47	870.53		4084007	
94	703133	7018	K-T EXPRESS	ACTIVE		11/15/98	5,051.47	870.53		4084007	
95	968592	16528	RANDALL SMITH TRUCKING	ACTIVE		12/01/98	51,304.00			4142383	
96	7901		HARRIS HARPER	ACTIVE		11/22/98	13,937.44	3,210.68		4145833	
97	970526	11588	ABE TRANSMISSION	ACTIVE		11/12/98	40,924.22		1,198.31	4145811	
98	970158	10554	PATTERSON TRUCKING	ACTIVE		10/19/98	44,043.51	1,562.20		4176217	
99	10585		DANSBY TRUCKING	ACTIVE		07/15/98	30,300.00	4,040.00		4237634	

## LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
LEASEE	LEASE#	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-#S	OLDEST	GROSS	CURRENT	UNAPPLIE	CUST#
1	970753	1041	CRAYTON SANDERS SR.	ACTIVE		120898	4,217.78		1,122.98	4245240	
100	961119	10591	JANNIE LEWIS	ACTIVE		102298	13,637.23	3,208.76	4261907		
101	961118	10635	JAMES VANCE TRUCKING	ACTIVE		112398	13,659.53			4252355	
102	961023	10638	B&B TRUCKING	ACTIVE		112298	3,477.42			4228818	
103	960567	10657	B&B TRUCKING	ACTIVE		120198	3,091.04				
104	970753	15497	MCKENZIE TRUCKING	ACTIVE		070898	2,585.04	3,429.22	4322911		
105	970616	10659	BILLY REECE TRUCKING	ACTIVE		111598	5,601.60			4323503	
110	961115	7858	DIXON TRUCKING	ACTIVE		111598	5,601.60			4323503	
111	960469	7859	DIXON TRUCKING	ACTIVE		060198	53,038.00	5,871.00		4307453	
112	746121	7860	DIXON TRUCKING	ACTIVE		112498	68,370.00			4308237	
113	970923	7861	DIXON TRUCKING	ACTIVE		070898	2,585.04	3,429.22	4322911		
114	970928	15373	DIXON TRUCKING	ACTIVE		111598	5,601.60			4323503	
115	960828	16002	TRI STATE SERVICE CENTER	ACTIVE		00000	16,379.60	-816.48		4324025	
116	980742	8140	MARTIN'S TRANSPORTATION	ACTIVE		090898	47,606.77	2,025.62		4325203	
117	15024	RONNIE ANDERSON TRUCKING	ACTIVE			090198	15,679.94	2,475.78		4336201	
118	970928	15373	A&J HAULING	ACTIVE		112298	7,150.59	2,383.53		4340269	
119	960828	16002	YOUNG TRANSPORTATION	ACTIVE		111598	35,046.00			4341912	
120	970538	11128	DELTON TRUCKING	ACTIVE		071198	6,930.00	-710.00		4345617	
121	709120	10575	SKYSCRAPER TRUCKING	ACTIVE		052298	61,540.00	8,048.00		4360276	
122	970782	15025	JOSEPH C. FAULK, JR.	ACTIVE		101598	25,727.68	584.72		4364309	
123	970509	16009	ROBERT GAUTHIER	ACTIVE		092298	22,828.16	1,414.26		4365289	
124	970771	12336	TIM PARSONS TOWING LLC	ACTIVE		080398	36,983.76	3,162.55		4366076	
125	961113	16058	ELLSWORTH PINKINS	ACTIVE		120198	28,192.71	3,677.31		4366093	
126	970795	16461	JAMES TRINKLE	ACTIVE		091598	51,955.28	5,374.24		4387892	
127	15300	15300	HUGHES TRUCKING	ACTIVE		120898	14,700.49	773.71		4416020	
128	970801	16006	ART'S EQUIPMENT	ACTIVE		081898	10,570.67	2,882.81		4444653	
129	960819	15366	SAUCEDO WRECKER	ACTIVE		102098	41,736.24	248.85		4493797	
130	105291	105291	ORTIZ TRUCKING	ACTIVE		092298	25,980.16	6,222.32		4497650	
131	7268	10888	SOUTHWAY TOWING	ACTIVE		111098	44,174.00	709.39		4488430	
135	970565	108221	CRUZ TRUCKING	ACTIVE		120198	4,540.60	1,516.20		4508812	
136	704121	10560	MCERROY TRUCKING	ACTIVE		111698	26,649.46			4507428	
133	960633	10555	CLARK & CLARK TOWING	ACTIVE		110898	6,100.69	1,804.34		4514545	
134	9809160	10888	R.B. ATKINSON & SONS	ACTIVE		111598	28,192.00			4518977	
140	970783	8179	TODDS TOWING	ACTIVE		111098	63,843.36			4519884	
137	870952	16325	SELEDONIO VILLEGAS	ACTIVE		092898	46,446.68	4,247.64		4526025	
138	970740	10556	DAVID ANZALDIA	ACTIVE		111598	24,799.52	2,957.87		4526859	
142	7218	970639	ADVANTAGE TOWING	ACTIVE		072298	68,950.50	6,413.50		4528087	
143	970612	7807	SALAZAR TRUCKING	ACTIVE		120398	52,862.98			4544976	
144	970571	10365	ALL AMERICAN TOWING, INC.	ACTIVE		092898	23,840.24			4547305	
145	970710	16094	EDDIE DAVIS TRASH SERVICE	ACTIVE		110198	58,867.00			4578869	
146	16711	16711	ROBERTO DELOADILLO	ACTIVE		111598	29,818.36			4578885	
147	970691	11615	SAN RAMON TOW, INC.	ACTIVE		102798	11,881.62	-70.02		4583852	
148	961028	7678	CARROLL TOWING	ACTIVE		080598	59,224.80	4,442.18		4596833	

LFI Finance Corp III Lease Status Report as of 11/17/98

A	B	C	D	E	F	G	H	I	J	K	L		
Lease#		CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-#S	OLDEST	GROSS	CURRENT	UNAPPLIE	Cust#		
1	149	15234	VINCENTE MIRANDA	ACTIVE			11/22/98	25,385.80			4605319		
	150	15364	ACTION TRANSMISSION	ACTIVE			10/16/98	60,788.18	1,447.29		4611389		
	151	951010	819B	ACTION TRANSMISSION			10/03/98	43,308.08	1,882.95		4611389		
	152	960985	16106	BERRY TRUCKING			09/31/98	21,505.00	2,405.00		4612545		
	153	705121	1042	HUB FREIGHT SYSTEM, INC.			10/15/98	11,986.45	2,665.58		4614609		
	154	970980	15284	BELL'S DISPOSAL SYSTEM			11/22/98	47,527.20	-50.00		4619819		
	155	960760	8137	JERRY PITCOCK'S 24 HOUR			11/03/98	64,322.28	1,398.31		463292		
	156	870780	15253	JESUS BARRERA			11/29/98	39,880.84	-33.37		4634113		
	157	970719	15155	MANUEL CAZARES			09/22/98	46,854.95	4,534.35		4645761		
	158	970752	16071	LOPEZ TRUCKING			11/30/98	15,452.04			4646066		
	159	969154	16086	LOPEZ TRUCKING			10/03/98	7,904.16	686.68	191.47	4646165		
	160	970463	7663	LATITUDE 28 TRANSPORT			11/08/98	67,777.00			4650865		
	161	960610	10586	STAR CAREER TRAINING			11/15/98	2,522.03	1,943.95	81.86	4653521		
	162	9806113	106351	STAR CAREER TRAINING			10/01/98	2,522.03	1,943.95		4653521		
	163	970544	10845	BENSON'S MOBILE HOME			10/08/98	6,522.64	585.33		4665030		
	164	703125	16488	SONIA MARGARET KAUFMAN			12/01/98	86,880.04	3,906.82		4667441		
	165	153671	R.L. WOODARD CO. INC.	ACTIVE			04/22/98	6,257.46	2,278.51		4671681		
	166	970668	15265	DINA RIOS			12/10/98	30,503.38	-983.90		4672686		
	167	970685	11595	BUDGET TOWING			11/22/98	42,622.16	-1,151.95		4800848		
	168	860947	1104	FEEDER PIG SPECIALIST			11/26/98	1,310.40	147.42		4844097		
	169	970784	16896	TILMON TRUCKING			08/01/98	41,606.82	3,592.38		4864687		
	170	970656	16352	THURMAN TRUCKING			10/01/98	36,507.52	1,258.88		4916882		
	171	970676	11512	HOMFELD TRUCKING			09/01/98	9,141.12	2,539.20		5004857		
	172	970535	10890	DAVIS TRUCKING CORP.			08/22/98	30,380.00	980.00	980.00	5037088		
	173	970611	11607	SANTA FE TOW SERVICE			11/12/98	20,515.56	-789.05		5055648		
	174	9805102	11608	SANTA FE TOW SERVICE			11/12/98	29,840.46	-1,147.71		5095648		
	175	970665	10606	HIGH HOPES TRUCKING			11/07/98	46,482.08	1,355.36		5132528		
	176	970978	10808	FLATTOP EXPRESS			10/01/98	20,480.00	2,048.00		5165981		
	177	970605	16021	DIAMOND 1&L			08/22/98	23,220.00	2,700.00		5169424		
	178	970759	143	PERRY L. GOICOECHEA			11/20/98	33,358.00			5186685		
		10641	JENAY EXPRESS, INC.				10/22/98	46,352.21	6,635.52		5214217		
		8104	MELVIN SALEE				12/01/98	93,480.86			5245675		
		181	960620	11502	MONToya TRUCKING			08/22/98	21,414.36	648.92		5252355	
		182	960789	16282	MONToya TRUCKING			10/23/98	53,742.00	1,469.98		5252355	
		183	960820	16326	BO CLARK TRUCKING			10/24/98	23,008.64	674.58		5256260	
		184	960834	7902	BO CLARK TRUCKING			09/24/98	30,116.92	841.24		5266260	
		185	970587	7895	DIAL A TOW			04/01/98	25,524.58	4,765.84		5285467	
		186	15459	COPPER STATE TRANS.				11/14/98	60,489.28			5281382	
		187	970545	133	MELVIN & MARILYN MORROW			11/15/98	7,250.00			5363484	
		188	970620	15353	CHAPPELLES TOWING			11/22/98	57,338.78			5364055	
		189	970556	145	PATRICK DEMARINIS P&R			07/00/00	37,149.00	-1,281.00		5416268	
		190	704124	11614	MORENO VALLEY TOWING				11/23/98	51,391.96	-1,352.42		5416731
		191	970134	7769	MARTINEZ TOWING				11/22/98	15,067.98			5426041
		192	970929	15291	HITTENBERGER TRUCKING				10/22/98	33,305.70	580.09		5418059
		193	9707124	10544	GRASS VALLEY AUTO				11/27/98	41,295.92			5416654
		194	970560	15433	LAS CRUCES TRUCK CENTER				11/15/98	54,354.24			5419157
		195	970534	7724	DAVID KELLY				08/15/98	2,317.34			5438020
		196	970510	11612	WESTSIDE ROAD SERVICE				12/01/98	38,813.98			5505704
		197	7220	SANABRIA TRUCKING				06/22/98	8,662.50	4,431.25		5519903	

LFI Finance Corp III Lease Status Report as of 1/17/98

A	B	C	D	E	F	G	H	I	J	K	L
1	Convolve	Leased	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-#S	OLDEST	GROSS	CURRENT	UNAPPLIE
247	960770	10814	ROBERTS TRUCKING	ACTIVE - DEFAULTED	PAY ARRANG.	0/6-98; PD CURRENT	11/22/98	33,821.00			3125807
248		7929	REAGOR MERCER WRECKER	ACTIVE - DEFAULTED	PAY ARRANG.	0/6-98	03/11/98	14,135.70	6,881.42		4474653
249	960729	16597	DENNIS BOWMAN	ACTIVE - DEFAULTED	PAY ARRANG.	0/6-98; LAST PAY 10-98	05/15/98	18,955.00	3,345.00		4714699
250	970937	10561	J.C.AUTOWORKS	ACTIVE - DEFAULTED	PAY ARRANG.	0/6-98	06/18/98	58,458.15	6,495.35		4785227
251	960787	11584	BROADMOOR TOW	ACTIVE - DEFAULTED	PAY ARRANG.	0/6-98; LAST PAY 10-98	08/20/98	41,101.45	1,826.70		5586371
252	961016	7223	TONYS TOWING, INC.	ACTIVE - DEFAULTED	PAY ARRANG.	0/7-98; LAST PAY 7/7	08/22/98	43,797.44	2,277.18		5910158
253	960638	106171	PERFORMANCE TRANSPORT	ACTIVE - DEFAULTED	PAY ARRANG.	0/8-98;	04/08/98	10,071.50	4,476.40		6102457
254	970951	10582	LIR TRUCKING, INC.	ACTIVE - DEFAULTED	PAY ARRANG.	0/8-98; LAST PAY 10-98	08/22/98	35,293.50	3,208.50		0303511
255	970650	7259	ATTLEBORO ROYAL	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98	04/10/98	28,944.48	5,351.27		0314076
256		11311	JE LAG KIM	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98; LAST PAY 10-98	08/10/98	14,574.20	4,330.56		0877491
257	970582	7059	JM'S SERVICE CENTER - NY	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98	03/15/98	28,570.00	11,428.00		1253669
258	970839	11605	A-1 TOWING	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98; CURRENT - LAST	01/07/00	34,262.32	-1,803.28		2068152
259	960780	10702	BRONCS TOWING	ACTIVE - DEFECTED	PAY ARRANG.	0/6-98; LAST PAY 10-98	12/19/98	42,701.70	-2,308.39		2129246
260		15286	PRESENT ENTERPRISES INC.	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 11-98	12/29/97	13,444.08	11,052.91		2563327
261	960919	15286	LUCKY TRUCKING, INC.	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	12/23/97	21,710.52	9,454.78		2341321
262	970555	1086	JOHNNY SIEBERT	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	09/28/98	23,736.24	976.05		2501565
263	980853	16688	CURTIS RENTZ TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/9-98;	05/15/98	32,986.50	5,651.40		2562981
264	970564	10701	C&S CONSTRUCTION	ACTIVE - DEFECTED	PAY ARRANG.	0/6-98; LAST PAY 10-98	10/26/98	16,883.04			2648837
265		7244	VALLEY GREEK, INC.	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98	06/01/98	21,594.54	4,980.75		2736867
266	961049	7947	TIM'S TOWING	ACTIVE - DEFECTED	PAY ARRANG.	0/9-98; LAST PAY 11-98	06/15/98	59,894.30	5,340.90		2736050
267	970784	7976	BRADFORD TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/6-98; LAST PAY 10-98	03/22/98	57,743.68	12,665.90		3047236
268		16694	TRAVELSTEAD FARMS	ACTIVE - DEFECTED	PAY ARRANG.	0/6-98;	06/01/98	49,816.46	8,791.14		3046694
269	970562	69780	D&J EXPRESS LTD. INC.	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98	01/22/98	7,559.53	9,043.84		3136236
270	950743	7378	R&H TOWING	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98;	09/08/97	45,321.46	14,312.04		3826896
271		15006	D&K TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98; LAST PAY 10-98	04/12/98	51,733.73	10,847.10		3918674
272	9610158	10560	ROBERT NORRIS TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/6-98; LAST PAY 10-98	04/15/98	51,510.99	7,188.51		4009848
273	9808104	7611	WINCHESTER ROAD SERVICE	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 11-98	07/18/98	28,409.02	3,163.03		4060895
274	970647	1120	THOMAS J. KING INC.	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	07/08/98	19,880.00	8,887.10		4198838
275		8184	RANDALL PORTER	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98;	01/07/98	32,158.28	11,485.10		4209801
276	970547	15469	FUNCHES TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98;	10/22/97	17,111.43	10,315.65		4288892
277	981111	16072	R.B. EXPRESS & LIVESTOCK	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98; LAST PAY 10-98	05/07/98	24,805.40	7,216.51		4390405
278		15004	A.C.A. TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98;	02/15/98	24,927.54	6,753.42		4591552
279		15504	ANTHONY HURMAN	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98; LAST PAY 10-98	06/16/98	13,139.45	2,849.83		4600278
280	970780	10885	DEBERRY TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/6-98; LAST PAY 10-98	07/22/98	31,252.31	4,076.49	0.09	4620820
281	960966	7852	HENDERSON FARMS	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	07/08/98	61,798.76	5,088.16		4624537
282	96104	10819	TEXAS LEASING INC.	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	09/16/97	35,340.00	14,820.00		4657657
283	950910	11603	J&H WRECKER SERVICE	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; CURRENT - LAST	1/12/98	19,820.32	-891.48		4688499
284	970789	16131	CATES TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	03/08/98	44,205.00	9,472.50		4675210
285		7257	CHAZ AUTO	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98; POSS REPO 1/18	04/07/98	6,984.20	5,687.38		4719211
286	970620	11666	BROOKHURST MOTOR INC	ACTIVE - DEFECTED	PAY ARRANG.	0/6-98; PD CURRENT	12/04/98	37,998.45			4948439
287	961021	10597	D&O	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	04/22/98	28,327.40	4,188.45		5022802
288		16003	TROY DURBIN	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98;	06/15/98	12,705.00	3,111.80		5266790
289	970560	11598	MAYWOOD TOWING	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 11-97	04/25/98	48,958.03	7,559.14		5464706
290	970768	11599	MAYWOOD TOWING	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 11-97	03/26/98	54,429.30	8,078.53		5464706
291	960765	11573	ATLAS TOWING	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	04/13/98	34,644.75	4,445.36		5578776
292	961026	11659	ATLAS TOWING	ACTIVE - DEFECTED	PAY ARRANG.	0/6-98; LAST PAY 9-98	04/14/98	39,047.40	5,421.98		5578775
293	9609378	16501	LA EXPRESS CARRIER	ACTIVE - DEFECTED	PAY ARRANG.	0/8-98; LAST PAY 10-98	07/15/98	47,549.40	4,318.20		5598368
294	960844	10844	SANDERS & SONS TRUCKING	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 10-98	02/15/98	4,615.52	5,192.46	70.00	5828011
295	960809	10501	PERFORMANCE TRANSPORT	ACTIVE - DEFECTED	PAY ARRANG.	0/7-98; LAST PAY 09-98	10/01/97	10,071.90	7,274.15		6102457

## LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
1	CONTRACT LEASED	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-\$	OLDEST	GROSS	CURRENT	UNAPPLIE	CUST#
295	1080-3	SAS TRANSPORTATION	ACTIVE - DEFULTED	PAY ARRANG.	X/6-98; PAY ARRANG.	1102088	13,364.40			2266833	
297	970753	11340 UGGETT TRUCKING	ACTIVE - DEFULTED	PAY ARRANG.	X/6-98; LAST PAY 10-98	111588	25,659.12			2716085	
298	970536	7251 US TOW SERVICE	ACTIVE - DEFULTED	PROBLEM	TITLE/OWNERSHIP	120187	16,527.40	16,180.14		5532760	
299	7786	WINNERS CIRCLE TOWING &	ACTIVE - DEFULTED	OUT FOR REPO	07-98; WAITING ON	09/22/97	47,266.03	15,388.94		1468033	
300	7565	TE PREME TRUCKING, INC.	ACTIVE - DEFULTED	OUT FOR REPO	BK DISMISSED - OUT FOR	04/02/97	1,897.00	18,670.00		2964659	
301	7304	VASQUEZ TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	BK - VOL. REPO	08/24/97	25,476.22	17,359.02		4495327	
302	15447	JELKS TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	BK DISMISSED - OUT FOR	08/01/97	10,570.92	13,224.90		4615297	
303	980788	15448 JELKS TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	BK DISMISSED - OUT FOR	08/01/97	11,461.58	12,343.24		4615297	
304	15449	BOB'S TOWING INC.	ACTIVE - DEFULTED	OUT FOR REPO	BK DISMISSED - OUT FOR	08/01/97	32,594.02	14,719.88		4615297	
305	970617	11097 K&M TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	BANKRUPTC - VOL REPO	5/5/97	16,067.28	18,711.88		5148244	
306	7217	RAMONES TOWING	ACTIVE - DEFULTED	OUT FOR REPO		15/15/96	30,422.16	18,591.32	0.24	3816887	
307	980794	1081 AUTO MART USED CARS AND	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	12/15/97	6,552.00	6,823.38		2504585	
308	970729	10545 BOB'S TOWING INC.	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	06/22/97	53,352.18	21,190.15		2616387	
309	980578	10547 NEIL CLARK	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	06/22/97	53,352.16	21,190.16		2616387	
310	881210	7839 SEMINOLE AUTO TRANSPORT,	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98;	12/22/97	28,930.00	9,257.60		2630671	
311	15019	BIG O TOWING	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	10/22/97	6,220.60	4,043.52		2784800	
312	970602	6199 E.L. KIRBY TRASH CO.	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; OUT FOR REPO 11-	11/01/97	57,132.00	14,703.10		3136566	
313	970781	18802 CLEMENT TOWING	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; OUT FOR REPO 11-	03/30/98	65,221.24	16,999.74		4526217	
314	970445	7585 CONNECTICUT MUSTANG	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	01/22/98	17,198.48	9,653.60		5276382	
315	980907	7256 K & D PARTY LTD. INC.	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	11/22/97	27,680.45	8,899.57		0428593	
316	9810151	10812 ASTON VILLA TRANSPORT	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98;	12/16/97	16,244.00	5,764.00		0516810	
317	970558	16474 RIVERSIDE ROAD SERVICE	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98; CANT FIND	11/25/97	47,225.60	14,758.00		0765234	
318	970661	16040 VINCENT TRIADO	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	04/06/98	31,671.00	5,508.00		1446629	
319	970557	11118 MIKE FREEMAN TRANSPORT	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; CANT FIND	05/08/97	22,301.60	18,336.52		1657209	
320	15502	STEWART TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98;	07/16/97	43,625.05	13,710.73		1653687	
321	977100	16683 SUSQUEHANNA EQUIP. CO.	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98;	02/04/98	72,408.80	15,741.00		180467	
322	16481	QARTH PRICE TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98;	11/01/97	67,061.76	25,148.16		1864603	
323	9707128	11104 WALKUP TRUCKING II	ACTIVE - DEFULTED	OUT FOR REPO	Q/8-98; VOL REPO / TRUCK	06/22/98	33,370.05	7,945.25		2105445	
324	9608354	15416 C&B AUTO WRECKER SERVICE	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	11/15/97	40,850.48	11,141.04	928.42	2313317	
325	9707110	7807 WALKUP TRUCKING II	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; NO PAY	12/15/97	5,562.26	3,220.25		2368200	
326	9707111	7808 WALKUP TRUCKING II	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; NO PAY	12/15/97	5,562.26	3,220.25		2368200	
327	9807100	7809 WALKUP TRUCKING II	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; NO PAY	11/15/97	5,562.25	3,498.60		2368200	
328	970849	7811 WALKUP TRUCKING II	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; NO PAY	11/15/97	5,562.25	3,613.00		2368200	
329	970844	7812 WALKUP TRUCKING II	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; NO PAY	11/15/97	6,068.79	3,632.92		2388200	
330	970687	7813 KENNETH DAVIS TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; VOL REPO	05/16/98	24,853.52	6,029.18		2368200	
331	151321	GTP EXPRESS, INC.	ACTIVE - DEFULTED	OUT FOR REPO	Q/8-98; LAST PAY 10-98	04/08/98	57,759.75	9,402.75		2407228	
332	970815	TEAM TECHNOLOGY	ACTIVE - DEFULTED	OUT FOR REPO	Q/8-98;	1/12/97	13,686.32	8,631.38		2834176	
333	970896	16007 C&G FREIGHT SYSTEM, INC.	ACTIVE - DEFULTED	OUT FOR REPO		09/21/97	4,713.80	8,754.20		2582928	
334	1004	B&D TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO		0/2/97	8,150.60	23,517.36		2597039	
335	970720	10113 HUGH HYATT TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	07-98; LAST PAY 8/97	0/4/22/97	4,052.40	14,225.00		2650481	
336	961024	10416 APALACHIAN	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98; PENDING SALE	1/10/97	14,010.48	4,245.60		2765076	
337	970653	1600 APALACHIAN	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98; PENDING SALE	1/10/97	14,010.48	4,245.60		2765076	
338	970854	1962 APALACHIAN	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98; PENDING SALE	1/10/97	14,010.48	4,245.60		2765076	
339	970526	1963 APALACHIAN	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	1/10/97	14,010.48	4,245.60		2765076	
340	970681	1985 APALACHIAN	ACTIVE - DEFULTED	OUT FOR REPO	Q/6-98;	1/10/97	43,926.30	15,973.20		2785076	
341	7791	DB DISPOSAL	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98; VOL REPO	1/1/97	10,875.60	6,968.80		2786637	
342	9631165	10604 J & L EXPRESS	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98;	12/13/98	10,596.30	10,073.34		3134281	
343	970941	10656 SCE	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98;	09/20/97	10,815.24	14,478.52		3226020	
344	960987	16387 FARMER TRUCKING	ACTIVE - DEFULTED	OUT FOR REPO	Q/7-98;	02/01/98	41,059.08	10,868.58		3465200	

## LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
1	CONVIENCE LEASED	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD \$S	OLDEST	GROSS	CURRENT	UNAPPLIE	CUST#
345	7613	UN-FERRY TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; LAST PAY 8/98		11/14/97	34,810.23	9,764.00		3683019
346	790902	GARY KUBICKI ANYTIME	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; NO PAY		04/26/97	3,720.00	10,097.36		3806668
347	970633	15015 R&S TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		05/25/98	8,643.10	4,548.00		4336199
348	970722	15016 R&S TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		03/22/98	2,591.74	1,259.68		4336199
349	970883	10503 GUYMON BLUE STEM INC	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		08/25/98	8,201.73	6,906.72		4454432
350	981007	10574 FRED HILL	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; TRUCK PICKED UP		11/01/97	10,787.22	15,578.70		4481255
351	7123	EVERADDO LOPEZ	ACTIVE - DEFAULTED	OUT FOR REPO	CANT FIND LESSEE		12/01/97	8,325.90	8,325.90		4495205
352	703126	10582 REYSCO, INC.	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL REPO		02/01/98	23,058.68	12,141.40		4495815
353	970686	7932 RENTE COMPANY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; TRUCK INVOLVED		12/06/97	29,097.00	7,759.20		4515397
354	970685	7933 RENTE COMPANY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; TRUCK INVOLVED		12/06/97	29,097.00	7,759.20		4515397
355	970688	7935 RENTE COMPANY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL REPO		12/06/97	29,097.00	7,759.20		4515397
356	970704	7987 RENTE COMPANY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; LEGAL PROBLEMS		12/06/97	29,097.00	7,759.20		4515397
357	970791	10530 JIM LEE OILFIELD	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		12/10/97	17,609.00	9,684.95		4552513
358	970532	15446 SONYAL GUZMAN	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		09/22/97	21,778.20	23,230.08		4577147
359	970628	7134 ERNESTO CISNEROS	ACTIVE - DEFAULTED	OUT FOR REPO	QUIT PAYING		04/07/98	25,116.21	8,588.08		4580238
360	6853	MIKE'S TRASH PIC-UP	ACTIVE - DEFAULTED	OUT FOR REPO	LAST PAY 8/97		08/15/97	7,500.08	14,052.65		4595892
361	870711	16501 RONALD DALE BENNETT	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL REPO		05/15/98	44,761.85	7,673.46		4608262
362	970572	10549 J.C. AUTOWORKS	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL REPO		05/15/98	51,623.88	7,314.84		4785227
363	970521	7025 BRIAN JORDHEIM	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; LAST PAY 10/97		05/15/98	1,472.82	9,573.33		5018009
364	870574	16001 JAMES A. LANGLEY	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		08/22/97	14,227.77	10,483.62		5244493
365	870944	15168 ABOVE ALL TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL REPO		11/08/97	21,758.10	9,428.51		5277408
366	950901	7916 JONATHAN PRESTON	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		01/22/98	40,117.44	11,248.03		6302264
367	10339	T.M. OMEGA FREIGHT, INC.	ACTIVE - DEFAULTED	OUT FOR REPO	LAST PAY 7/97		03/22/97	11,159.30			5516525
368	970525	15011 FIDEL M. MADRIGAL	ACTIVE - DEFAULTED	OUT FOR REPO	07/98;		03/22/98	35,540.00	5,150.12		5588479
369	970971	15002 GARCIA'S TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL REPO		03/15/98	26,567.52	6,588.88		5707463
370	970534	10552 SALAS TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98		11/17/97	43,485.90	12,135.60		5737657
371	970542	15354 RAUL VERGEL	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; CANT LOCATE		01/11/98	34,070.72	10,020.80		5943773
372	970742	15422 TATOS TOWING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98;		03/08/98	46,863.68	8,718.88		4554707
373	970605	16242 DAWNS WRECKER SERVICE	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; TRUCK STRIPPED		10/28/97	34,866.52	11,928.02		5044647
374	961050	15130 AMERICAN EAGLE TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	R7/98; TITLE PROBLEM		07/08/97	7,368.77	5,429.62		5126312
375	970989	7631 PIZER TRUCKING	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; VOL REPO		06/02/97	48,399.84	10,134.86		3147481
376	960313	108881 Tow Jam	ACTIVE - DEFAULTED	OUT FOR REPO	07/98; OUT FOR REPO 11-		03/24/98	60,900.00	10,445.00		
377	970601	11133 JEFFERS TRUCKING COMPANY	ACTIVE - DEFAULTED	OUT FOR REPO	R7/98;		12/01/96	10,710.00	26,180.00		3034419
378	7242	WALTER MOMAN	ACTIVE - DEFAULTED	OUT FOR REPO	R7/98		02/04/97	33,882.42	31,965.24		5548709
379	870713	10571 ROY GRANT	ACTIVE - DEFAULTED	REPO - SOLD	SOLD	1	08/06/98	6,188.00	10,898.63		0098802
380	970522	110851 ANGEL TRUCKING	ACTIVE - DEFAULTED	TO BE TERMINATED	07/98; \$16K SETTLEMENT		02/28/98	14,683.20	6,607.44		8674318
381	960877	11528 ANGEL TRUCKING	ACTIVE - DEFAULTED	TO BE TERMINATED	07/98; \$15K SETTLEMENT		03/08/98	11,697.60	7,732.55		5674318
382	10559	GUESS WRECKER SVC	TERMINATED	Jan-98			73,731.92				4103345
383	7162	TRANS CAR	TERMINATED	Jan-98			31,168.10				4624755
384	70525	11524 JB STAR TOW SPECIALTIES	TERMINATED	Jan-98			33,058.62				4998640
385	970622	11095 ANGEL TRUCKING	TERMINATED	Jan-98			21,290.64	-734.16			5674318
386	960715	1024 MICHAEL B. BEST	TERMINATED	Feb-98			20,065.50	-1,337.70			0085029
387	705122	10595 MICHAEL SCHROEDER	TERMINATED	Mar-98			33,058.62				4756590
388	6992	BURKE TRUCKING	TERMINATED	Jun-98			\$5,686.06	4,935.07	-705.01		2072455
389	960750	11163 KEENE TRUCKING	TERMINATED	Jun-98	SOLD		\$23,358.00				3055862
390	960749	11156 KEN LEJUENE TRUCKING	TERMINATED	Jul-98			38,980.60				4784111
391	15293	GULDY TRUCKING	TERMINATED	Jul-98	ASSUMED		48,964.66		0.70		0506583
392	970556	15020 SEMINOLE AUTO TRANSPORT,	TERMINATED	Jul-98	\$3,164.00		10,264.32				2784800
393	705130	11182 KEENE TRUCKING	TERMINATED	Jul-98	SOLD		\$12,881.04				3055862

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L	
1	Conv Lease Leased	CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-\$S	OLDEST	GROSS	CURRENT	UNAPPLIE	Cust#	
394	970525	1069211	SOLMONSON TRUCKING	TERMINATED	JUL-98	SOLD	\$4,675.00	21,327.52	5,339.92	3747203		
395		16016	BLUE LINE WASTE, INC.	TERMINATED	JUL-98	SOLD	\$38,706.30	38,661.30	5674841			
396	970567	16006	JAMES FROIO	TERMINATED	Aug-98		\$18,377.07	18,331.92	0244684			
397		10679	T.T. TRUCKING	TERMINATED	Aug-98		\$10,520.86	10,494.86	4304384			
398	960784	11532	HUMMRIES TRUCKING	TERMINATED	Aug-98		\$38,511.57	44,777.76	-1,626.70	4345658		
389	970446	11598	TOWNG EXPRESS	TERMINATED	Aug-98		\$42,360.78	49,102.56	-1,141.92	3837526		
400	970167	12009	EDWARD C. HORTON	TERMINATED	Aug-98	LEASE ASSUMED		16,991.78	1,960.59	3854641		
401		7173	TRANSAR	TERMINATED	Aug-98	077-98; SOLD		\$14,582.47	31,168.10	-742.05	45224755	
402	970338	7773	SOUTHERN MFG. HOMES	TERMINATED	Aug-98	SOLD	\$12,917.40	63,092.92	4378673			
403	970381	10592	MAXWELL TRUCKING	TERMINATED	Aug-98	SOLD	\$3,500.00	13,479.48	-481.41	481.41	4464471	
404		6859	MARCOS TRUCKING	TERMINATED	Sep-98		\$10,098.66	6,749.30	-1,349.86	2243708		
405	9639170	1011	P&M TRUCKING	TERMINATED	Sep-98	SOLD	\$5,072.80	26,314.97		2447413		
406		1023	BOBBY PIKINTON TRUCKING	TERMINATED	Sep-98	SOLD	\$15,413.00	35,613.26	1,042.47	2527010		
407	9606109	11157	STANTZ TRUCKING	TERMINATED	Sep-98	SOLD	\$12,915.00	11,950.00	-920.00	3116621		
408	868157	10577	CARLTON LUMBER	TERMINATED	Sep-98		\$8,468.35	8,423.35	-647.85	4294659		
409		7757	JOE'S TOWING	TERMINATED	Sep-98		\$8,422.77	5,566.03		5498236		
410		7758	JOE'S TOWING	TERMINATED	Sep-98		\$5,715.88	4,879.98		5498236		
411	611150	11511	DARK EYES TRUCKING	TERMINATED	Sep-98		26,194.74			6071208		
412		11514	ROSENBERGER EXCAVATING	TERMINATED	Sep-98	077-98	\$25,635.19	17,580.12		1593535		
413	970659	6886	L.B. TRUCKING	TERMINATED	Sep-98			18,140.70	-1,057.10	4016595		
414		7627	PIZER TRUCKING	TERMINATED	Sep-98	VOL REPO		25,042.58		3147981		
415	970833	7736	DEDICATED TOWING	TERMINATED	Sep-98	SOLD	\$19,802.30	31,820.96		29580193		
416	970517	10853	ORLOVETZ ENTERPRISES	TERMINATED	Sep-98	SOLD	\$1,603.72	1,557.72		3493417		
417	970530	7165	TRANSAR	TERMINATED	Oct-98	REPO - SOLD	\$9,955.00	31,166.10	-742.05	4624765		
418		970817	1105	FEEDER FLO SPECIALIST	TERMINATED	Oct-98	SOLD	\$1,487.40	1,441.40	-144.14	4846087	
419	981229	11521	P.G.R. LOGISTICS, INC.	TERMINATED		BKRUPTCY		17,470.60	-499.16	4293771		
420	966102	11623	P.C.R. LOGISTICS, INC.	TERMINATED		BKRUPTCY		17,470.60	499.16	4283771		
421		7744	CALABRESE OIL CO.	TERMINATED		REPO - SOLD	SOLD 11-98	77	31,955.70	222.65	3706221	
422	970608	15174	JAYME EXPRESS	TERMINATED		REPO - SOLD		\$37,768.49	84,345.26		3935604	
423	961013	4386	B & B SAND & GRAVEL	TERMINATED				10,814.22		0192657		
424	980355	4483	KAYLA DEVELOPMENT	TERMINATED				12,654.63		0234818		
425		5230	KAYLA DEVELOPMENT	TERMINATED				14,277.80		0234818		
426	970656	3028	GJ TOWING, INC.	TERMINATED				0.00		0234849		
427		1509	GJ TOWING, INC.	TERMINATED				20,640.66	897.42	0234849		
428	970671	2767	C & L TOWING	TERMINATED				22,592.44		0375050		
429		4499	TOWTALLY TOWING & RECOVE	TERMINATED				31,453.50	3,145.35	0946272		
430		4503	TOWTALLY TOWING & RECOVE	TERMINATED				3,616.08		0946272		
431	961117	5225	A-1 AUTO RESCUE INC	TERMINATED				26,157.60		0953480		
432	961219	3259	J & J TOWING OF FLORIDA	TERMINATED				22,697.04		1214211		
433		11143	SANTOS TRUCKING	TERMINATED				24,242.55		8350	1427052	
434	960714	53231	MAHONEY & SON TOWING	TERMINATED				34,175.24		1487684		
435	961122	4332	INTERSTATE TOWING - MARYL	TERMINATED				39,342.60		1615842		
436		3219	SAVIN ROCK AUTOMOTIVE INC	TERMINATED				20,222.30		2039343		
437		3103	LAS BESTWAY TOWING SERVI	TERMINATED					1,213.89	2132929		
438	960939	3103	LAS BESTWAY TOWING SERVI	TERMINATED						2132929		
439	970798	3258	BIG TOE WRECKER SERVICE	TERMINATED				21,658.62		2146386		
440	970507	5322	JARAMILLO TRANSPORT	TERMINATED				51,373.00		2162178		
441	961041	5301	R&P TRUCKING	TERMINATED				17,938.76		2165260		
442	968171	4529	TIMS TOWING - TX	TERMINATED				14,686.88		2168454		

LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
		CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD-FS	OLDEST	GROSS	CURRENT	UNAPPLIE	CustOff
1	ConvLease Leaser	BROWN & SON TOWING		TERMINATED		48,016.08				216563	
443	870301	4807								16,921.92	
444	980769	3125	JERRY'S DISCOUNT TOWING	TERMINATED						12,816.75	
445	980923	6235	STEPHEN TRUCKING	TERMINATED						15,443.19	
446	970541	4584	JACK'S AUTO BODY - VA	TERMINATED						860.35	859.35
447	970537	4006	HARGETT'S SANITATION SERVI	TERMINATED						36,639.20	
448	4078		KERNERSVILLE TOWING & REC	TERMINATED						5,721.48	
449		4587	WHOLESALE MOTORS	TERMINATED						38,334.27	
450		5627	JOHNSTON TOWING	TERMINATED						34,574.10	
451	970719	5377	BARBER TRUCKING	TERMINATED						01000	
452	970968	5214	TIM'S AUTOBODY - FL	TERMINATED						45,007.20	
453	970627	2840	SCALLY'S LUBE & GO	TERMINATED						0.00	
454	705120	4431	TRENON TOWING	TERMINATED						9,381.47	
455		15133	WILLIAM ABERCROMBIE	TERMINATED						43,955.40	
456		54222	WATFORD TRUCKING	TERMINATED						44,828.00	
457		4429	GOLD COAST TOWING	TERMINATED						44,796.64	
458		11105	BBM EXPRESS	TERMINATED						28,854.34	
459		1043	FRANK SCHUMACHER	TERMINATED						2,393.44	
460	970786	4421	PINE TREE AUTO SALVAGE	TERMINATED						26,460.72	
461	970641	7105	TE PREME TRUCKING, INC.	TERMINATED						12,162.99	
462	970596	7203	GREATER ENTERPRISES	TERMINATED						3,717.00	
463	961964	3255	AUTO WRECKER SERVICE	TERMINATED						33,700.10	
464	970746	3279	FOXX VILLAGE TOW SERVICE	TERMINATED						17,258.56	
465	950637	4703	CARDINAL TOWING	TERMINATED						17,143.11	
466	970540	4726	CARDINAL TOWING	TERMINATED						19,426.16	
467	970803	7788	THOMAS KLEN	TERMINATED						30,521.60	
468	970548	52232	H E MOATS TRUCKING, INC	TERMINATED						31047.76	
469	971648	4455	BILL'S AUTO & TRUCK - MICHIG	TERMINATED						36,960.76	
470	970558	4346	SUNRISE STARTER & ALTERNA	TERMINATED						18,836.80	
471	706120	5852	SCOTT POMEROY	TERMINATED						04/14/97	
472	970716	52231	TEC ENGINEERING	TERMINATED						6,104.83	
473	704123	4377	DOCTOR TOW OF MICHIGAN	TERMINATED						-1,017.48	
474	970758	10353	CRAIG L GARDNER	TERMINATED						3688844	
475	980731	4382	RK TOWING, INC.	TERMINATED						3747696	
476		5189	J & L RETRUM TRANSPORT	TERMINATED						3766076	
477	960746	3284	BC TOWING	TERMINATED						3827653	
478	970646	5238	CAMS TRANSPORT, INC.	TERMINATED						3856031	
479	970533	52382	SALAS TRANSPORT, INC.	TERMINATED						3874444	
480	960465	10651	R&K TRUCKING	TERMINATED						3976034	
481	9708106	10578	T.T. TRUCKING	TERMINATED						4076952	
482	980873	5383	REMANAG TRUCKING	TERMINATED						4088052	
483	980712	5224	LEJEUNE TRUCKING	TERMINATED						41248275	
484	970706	7027	DIVERSIFIED OUTDOOR SE	TERMINATED						4304384	
485	980925	5202	JIM NOEY CONSTRUCTION	TERMINATED						4329561	
486	9707103	10822	CRUZ TRUCKING	TERMINATED						4516977	
487		4049	SALAS TOWING	TERMINATED						4525457	
488	980982	4825	OLMOS PARK PAINT & BODY	TERMINATED						4545813	
489	980872	58231	B & E CONTRACTORS	TERMINATED						4575493	
490		58232	B & E CONTRACTORS	TERMINATED						4575493	
491	9506103	58233	B & E CONTRACTORS	TERMINATED						4575493	

## LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L	
		CUSTOMER NAME	LEASE CODE	STATUS	LEASE COMMENTS	SOLD:\$	OLDEST	GROSS	CURRENT	UNAPPLI	Cursh	
1	Conv Lease	Lease#										
492	970730	58241	B & E CONTRACTORS	TERMINATED		122698	15,661.76	-474.72		4575493		
493	970828	58242	B & E CONTRACTORS	TERMINATED		121288	15,661.76	-474.72		4575493		
494	951201	58243	B & E CONTRACTORS	TERMINATED		121288	15,661.76	-474.72		4575493		
495	970724	15458	ORTIZ TRUCKING	TERMINATED			19,784.57			4595833		
496	970757	5217	CARROLL TOWING	TERMINATED			10,417.84	-1,302.23		4597263		
497	970558	4422	ROBINSON DECORATIVE STON	TERMINATED			33,800.16			4602296		
498	805012	4429-1	GRIMES TRANSPORTATION	TERMINATED			74,837.07			4602296		
499	961218	5135	GRIMES TRANSPORTATION	TERMINATED			29,584.52			4611731		
500	970143	5208	ROADRUNNER CLEANING SERV	TERMINATED			31,166.10	-742.05		4624765		
501	970527	7167	TRANSCAR	TERMINATED			31,166.10	-742.05	742.05	4624755		
502	705123	7168	TRANSCAR	TERMINATED			56,182.71			4627768		
503	970569	6530	SOUTHWEST WRECKER	TERMINATED			10,398.20			4637862		
504		47151	XL LEASE, INC	TERMINATED			10,918.11			4637862		
505		65365	XL LEASE, INC	TERMINATED			31,079.84			4638645		
506	980711	4719	LEWIS TRUCKING COMPANY	TERMINATED			32,555.52			4643938		
507	980940	4331	A PLUS 24 HOUR TOWING	TERMINATED			65,262.16			4660616		
508	970625	15268	WHITE TRUCKING	TERMINATED			68,695.12			4672881		
509		15268-1					22,382.31			4682285		
510	970543	4557	CAPPLEMAN TRUCKING	TERMINATED			11,052.72			4686681		
511	970828	6768	ALLSTATE #2	TERMINATED			77,756.00			4687450		
512	961202	54811	B & L AUTOMOTIVE - TEXAS	TERMINATED			9,650.86			4692881		
513	16567	15312	R.L. WOODARD CO. INC.	TERMINATED			9,550.86			4692881		
514	970107	15368	R.L. WOODARD CO. INC.	TERMINATED			9,550.86	359.34		4692881		
515	960718	15569	R.L. WOODARD CO. INC.	TERMINATED			9,550.86			4692881		
516	961118	15370	R.L. WOODARD CO. INC.	TERMINATED			9,550.86			4692881		
517	16371	15371	R.L. WOODARD CO. INC.	TERMINATED			9,550.86			4692881		
518	980642	15372	R.L. WOODARD CO. INC.	TERMINATED			21,541.06			4729615		
519	970744	2885	UPTOWN TOWING	TERMINATED						4894078		
520	961059	5346	QUALITY SERVICES	TERMINATED			1109595	19,030.39				
521	705126	10748	JB STAR TOW SPECIALTIES	TERMINATED			52,521.94	-1,721.58		4996840		
522	970570	11555	ESTES TRUCKING	TERMINATED			051687	53,490.00	-1,337.25	11,191.70	5003985	
523	961016	701301	MYRON SCHIEPP	TERMINATED			1070897	25,982.70	2,698.27		5015656	
524	980716	2843	IMP TELECOM, INC	TERMINATED						5104877		
525	960854	4465	ANYTIME TOWING	TERMINATED			30,508.64			5233154		
526	961060	15132	ABOVE ALL TOWING	TERMINATED			07706197	32,007.00		5277409		
527		10058	ATOPS STATEWIDE TOW	TERMINATED			25,509.59			5352694		
528	980713	3144	LIGHTNING TOWING	TERMINATED						5357871		
529	960710	3542	LIGHTNING TOWING	TERMINATED			10/16/98		182.76	5367671		
530	970842	11692	SOUTH COAST TOWING	TERMINATED				21,762.66	-588.18		5456353	
531	970982	4038	ADVANCED TOWING - CALIFOR	TERMINATED				16,084.55			5474530	
532	4536	4536	ALL CITY TOWING	TERMINATED				28,688.46			5526114	
533	981215	4070	J C TOWING	TERMINATED						5543566		
534		4494	STAR WEST MOTORS	TERMINATED						5547394		
535		16607	L&J TRUCKING	TERMINATED				28,474.32			5553133	
536	702124	4758	LARRY'S AUTOMOTIVE	TERMINATED				01/24/97	16,254.00	-812.70	5556319	
537	960977	7253	KO TOWING	TERMINATED					59,889.50	-1,331.10	25,475.00	5673338
538		107611	FAT MICHAELS TOWING	TERMINATED							5711073	
539		4675	SEGORAN TOWING	TERMINATED							5725074	
540	980720	4801	SEGORAN TOWING	TERMINATED							5725074	

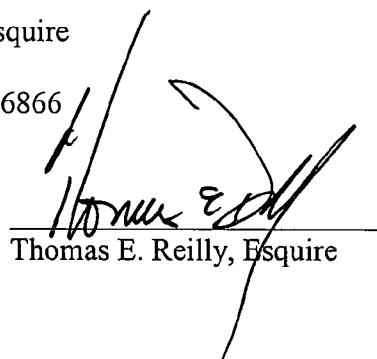
## LFI Finance Corp III Lease Status Report as of 11/7/98

A	B	C	D	E	F	G	H	I	J	K	L
Lease #	Customer Name	Lease Code	Status	Lease Comments	SOLD-#S	OLDEST	GROSS	CURRENT	UNAPPLIE	Customer	
541	870501	4400	G & R COLLISION	TERMINATED			24,729.39		1,379.54	5766723	
542	5715	WESTLAND TRUCKING	TERMINATED							6900458	
543	960841	4577	A ACTION TOWING	TERMINATED			19,335.00			5902031	
544	1325	BUSINESS CAPITAL SALES CR	TERMINATED							6095412	
545	970718	3035	FIELD'S TOWING	TERMINATED			6,035.58			6147756	
546		4062	SPEEDWAY TOWING	TERMINATED						6163232	
547	970762	3055	WHITEOVS TREE SERVICE	TERMINATED			885.48			7036473	
548	970530	3600	BUSHROD DISPOSAL SERVICE,	TERMINATED							
549	970580	3545	PRO LITE INC	TERMINATED			1,281.48			7037757	
550	970721	3304	JACKS BODY SHOP & WRECKE	TERMINATED			16,340.00			7045216	
551	970716	4844	TEXAS GASAHOL	TERMINATED			10,629.74			7048242	
552	960717	3027	MUMAW'S GARAGE	TERMINATED			2,222.56			7138470	
553	970568	4388	AMERICAN WRECKER SERVICE	TERMINATED			9,732.24			7173844	
554	870519	3116	PROFESSIONAL G & M TOWING	TERMINATED			20,819.19			7416956	
555	970508	4498	PARMLEY WRECKER SERVICE	TERMINATED			18,505.00	-925.25		8132372	
556	970516	74651	COMPLETE TOWING &	TERMINATED			48,206.52			9188658	
557	970582	11508	GILMORE TRUCKING	TERMINATED			26,593.60			2150657	
							65,728.09	-1,398.47		4964693	

## **CERTIFICATE OF SERVICE**

I, Thomas E. Reilly, Esquire, hereby certify that a true and correct copy of the Submission in Accordance with Order of Court Dated June 17, 2002 was mailed via First Class United States mail, postage prepaid, on the 26<sup>th</sup> day of June, 2002 to the following:

John R. Carfley, Esquire  
P.O. Box 249  
Philipsburg, PA 16866

  
\_\_\_\_\_  
Thomas E. Reilly, Esquire

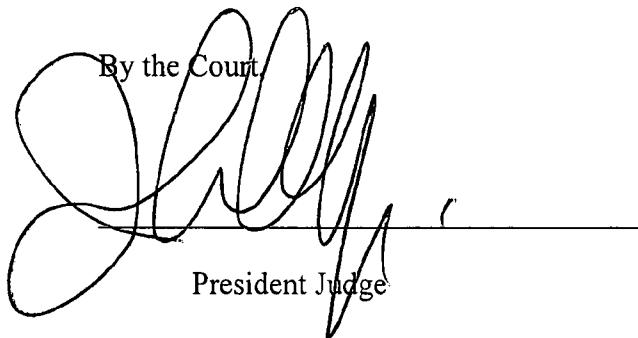
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

CENTERPOINTE FINANCIAL  
SERVICES, LLP, Successor to :  
Leaseline Financial, Inc. :  
-VS- : No. 01 - 200 - CD  
MICHAEL S. STEWART :  
:

ORDER

NOW, this 5th day of July, 2002, upon consideration of Plaintiff's Motion for Summary Judgment and Plaintiff's brief thereon, it is the ORDER of this Court that Summary Judgment be and is hereby entered in favor of Plaintiff and against the Defendant in the sum of \$93,489.68.

By the Court  
  
President Judge

**FILED**

JUL 05 2002

o/ 2:55/w  
William A. Shaw  
Prothonotary

sent to Atty REILLY

4  
CLEARFIELD

**FILED**

JUL 05 2002

William A. Shaw  
Prothonotary