

07-1713-CD  
Bureaus Inv. Vs M. Desmett

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

BUREAUS INVESTMENT GROUP NO 7 LLC,  
assignee of VISION MANAGEMENT SERVICES,  
assignee of FIFTH THIRD BANK

NO. 07-1713-CJ  
IN CIVIL ACTION

Plaintiff(s),

-vs-

MICHAEL W. DESMETT,

Defendant(s).

FILED *ad \$ 85.00 Atty  
7/12/00 am  
OCT 22 2007 ICC Shft  
LM*

William A. Shaw  
Prothonotary/Clerk of Courts

COMPLAINT

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

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**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA**

**BUREAUS INVESTMENT GROUP NO 7 LLC,  
assignee of VISION MANAGEMENT SERVICES,  
assignee of FIFTH THIRD BANK**

**NO.  
IN CIVIL ACTION**

**Plaintiff(s),**

**-vs-**

**MICHAEL W. DESMETT,**

**Defendant(s).**

**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 A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.**

**Keystone Legal Services  
211 1/2 East Locust Street  
Clearfield, PA 16830  
814-765-9646**

## COMPLAINT

1. Plaintiff is a corporation having offices at 1717 Central Street, Evanston, IL 60204 and as the assignee of Vision Management Services, assignee of Fifth Third Bank, stands in its assignor's stead, and all are hereinafter referred to interchangeably as "Plaintiff". Attached hereto as Exhibit "A" and "B" are true and correct copies of Bills of Sale through which Fifth Third Bank sold and assigned to Vision Management Services a group of credit accounts including the car lease account which is the subject of this action, and through which Vision Management Services sold and assigned the accounts to Plaintiff.
2. Defendant is an individual whose address is 90 Millinger Lane, Woodland, Clearfield County, Pennsylvania 16881.
3. At a specific instance and request of the Defendant, the Defendant applied for and was granted a vehicle lease loan by Fifth Third Bank at the terms and conditions agreed upon by the parties. A true and correct copy of the parties' agreement is attached hereto as Exhibit "C".
4. The Plaintiff avers that the agreement between the parties was based upon a written agreement which the Defendant accepted by executing the agreement and accepting and using a leased vehicle.
5. Thereafter, in breach of obligations under the Agreement, the Defendant failed to make payments as they became due.
6. Plaintiff avers that the terms of the Agreement provide for acceleration of the entire balance due and owing upon Defendant's breach of the Agreement.

7. Plaintiff avers that the balance due amounts to \$5,363.70, as is more specifically shown by Plaintiff's Statement of Account, a true and correct copy of which is attached hereto, marked Exhibit "D" and made a part hereof.
8. Plaintiff avers that the interest has accrued at the rate of 6.00% per annum on the balance due from March 10, 2007.
9. Per the term of the agreement, the Defendant has agreed to pay to the Plaintiff as liquidated damages, the costs of collection, including all reasonable attorneys' fees incurred in the collection of monies owing, which Plaintiff avers will amount to 20% of the balance due.
10. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and refused to pay the amount due to Plaintiff or any part thereof.

**WHEREFORE**, Plaintiff demands Judgment against Defendant in the amount of \$5,363.70, with appropriate additional interest from March 10, 2007, plus attorneys' fees and costs.

**APPLE AND APPLE, P.C.**

By: 

**Attorneys for Plaintiff(s)**

EXHIBIT A

9600215

Bill of Sale

Fifth Third Bank ("Seller"), for valuable consideration, the receipt of which is hereby acknowledged, and pursuant to the terms and conditions of that certain Accounts Sale Agreement dated 6/29/05 ("Agreement") between Seller and Vision Management Services ("Purchaser"), hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all right, title and interest of Seller in and to those Accounts as defined in the Agreement.

THIS BILL OF SALE IS EXECUTED WITHOUT RE COURSE AND WITHOUT REPRESENTATIONS OR WARRANTIES, INCLUDING COLLECTIBILITY, OR OTHERWISE, EXPRESS OR IMPLIED, except as set forth in the Agreement.

Seller: FIFTH THIRD BANK

By: Robert Maupin  
Robert L. Maupin, Vice President

Date: 6-30-05

State of Ohio )  
 ) ss  
County of Hamilton )

The foregoing instrument was acknowledged before me this 30 day of June, 2005 by Robert Maupin, vice president of Fifth Third Bank, an Ohio corporation, on behalf of the corporation.

Elizabeth Draper

Notary Public

Commission Expiration Date



ELIZABETH A. DRAPER  
Notary Public, State of Ohio  
My Commission Expires 04-21-08

EXHIBIT A

**EXHIBIT C**  
**ASSIGNMENT AND BILL OF SALE**  
**LOT A071205**

*960000<sup>00</sup>*

Vision Management Services (hereinafter called "Seller") has entered into a Receivable Purchase Agreement dated July 12, 2005 ("Agreement") for the sale of Accounts on Exhibit "A", hereof to Bureaus Investment Group Portfolio No. 7, LLC (hereinafter called "Purchaser"), upon the terms and conditions set forth in that Agreement.

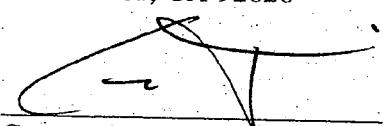
NOW, THEREFORE, for good and valuable consideration, Seller hereby sells, assigns, and transfers to Purchaser, its successors and assigns, all of Seller's rights, title, and interest in each and every one of the Accounts described in the Agreement.

Purchaser and Seller agree that the Purchase Price shall be as stated in Section 2 and Exhibit B of this Agreement.

IN WITNESS WHEREOF, Seller has signed and delivered this instrument on  
7/14, 2005.

By:

Vision Management Services  
3200 Park Center Drive  
Suite 300  
Costa Mesa, CA 92626

  
George Terzi,  
Vice President, Sales & Acquisitions

**EXHIBIT B**

THIS IS A LEASE AGREEMENT. THIS IS NOT A PURCHASE AGREEMENT. PLEASE REVIEW THESE MATTERS CAREFULLY AND SEEK INDEPENDENT PROFESSIONAL ADVICE IF YOU HAVE ANY QUESTIONS CONCERNING THIS TRANSACTION. YOU ARE ENTITLED TO AN EXACT COPY OF THE AGREEMENT YOU SIGN.

THIS LEASE, effective this 20th day of AUG, 1999 through the 20th day of NOVEMBER, 2004 (scheduled Lease maturity date), is between FIFTH THIRD AUTO LEASING TRUST (hereinafter called "Lessor") and MICHAEL W DESMETT ROBIN N DESMETT (hereinafter called "Lessee").  
 Street Address RR1 BOX 1-0 City WOODLAND County PA State PA Zip Code 16881  
 a(n)  Individual(s)  Corporation  Partnership  LLC  LLP; together with any additional Lessee or guarantor (hereinafter jointly and severally called Lessee).  
CONDREN OLDS-CADILLAC INC. is the arranger of this Lease.  
 DEALER NAME

27) DESCRIPTION OF VEHICLE.

		<input type="checkbox"/> New	<input type="checkbox"/> Used	Current Mileage <u>2021/00</u>	<input type="checkbox"/> 48	Lessee(s) Initials
YEAR	MAKE	MODEL	BODY STYLE	VEHICLE IDENTIFICATION NUMBER		
<input type="checkbox"/> CAR <input type="checkbox"/> TRUCK <b>2000</b>	<b>SUBARU</b>	<b>IMPREZA</b>	<b>SDN</b>	<b>JF1GC6758YH500114</b>		
DESCRIPTION OF EXTRA EQUIPMENT						
<input type="checkbox"/> MANUAL TRANS <input type="checkbox"/> A.B.S. BRAKES	<input type="checkbox"/> PWR LOCKS <input type="checkbox"/> SUNROOF	<input type="checkbox"/> AUTOMATIC <input type="checkbox"/> AM-FM RADIO	<input type="checkbox"/> CELL PHONE <input type="checkbox"/> TAPE	<input type="checkbox"/> PWR SEAT <input type="checkbox"/> 4 WD	<input type="checkbox"/> PWR WINDOWS <input type="checkbox"/> C.D. PLAYER	<input type="checkbox"/>
INTENDED USE <input type="checkbox"/> BUSINESS	<input type="checkbox"/> PERSONAL					

28) WARRANTIES. The Vehicle is subject to the following express warranties: Lessee acknowledges that Lessee has selected the Vehicle. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED AS TO THE DESIGN, MODEL YEAR, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, OR WORKMANSHIP IN THE VEHICLE LEASED HEREUNDER, AND LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE VEHICLE FOR ANY PARTICULAR PURPOSE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS AS BETWEEN LESSOR AND LESSEE ARE TO BE BORNE BY LESSEE AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES OF LESSOR ARE HEREBY WAIVED BY LESSEE. LESSOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. Lessor agrees that Lessee shall be entitled to the benefit of the manufacturer's warranties on a new Vehicle, or, if the Vehicle is used, any remaining manufacturer's warranties, or the financed manufacturer's warranties as disclosed in paragraph 38, to the extent permitted by applicable law and does hereby assign said warranties to Lessee to the extent required for Lessee to enforce said warranties against the manufacturer. If this Lease is signed in West Virginia, Lessor does not disclaim any implied warranty of merchantability or any implied warranty of fitness for any particular purpose. The Lessee shall not set off any loss, cost or damage against any sums due Lessor under this Lease.

29) Amount Due at Lease Signing or Delivery  <small>(Itemized below)*</small> <b>\$ 1407.16</b>	30) Monthly Payments  Lessee's first monthly payment of (a) \$ <b>284.66</b> is due on (b) <b>AUG 20th, 1999</b> followed by (c) <b>62</b> payments of (d) <b>284.66</b> due on the (e) <b>20th</b> of each month. The total of Lessee's monthly payments is (f) <b>17933.58</b>	31) Other Charges (not part of Lessee's monthly payment)  Vehicle Return Fee (if Lessee does not purchase the Vehicle) (a) \$ <b>300.00</b>  <b>N/A</b> Total (b) <b>N/A</b> (c) \$ <b>300.00</b>	32) Total of Payments  (The amount Lessee will have paid by the end of the Lease)  <b>19356.08</b> =30(f)+31(c)+33(A)(viii)-33(A)(ii)-33(A)(iii)
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A) Itemization of Amount Due at Lease Signing or Delivery:

(i) Capitalized Cost Reduction	\$ <b>1044.00</b>
(ii) First Monthly Payment	<b>284.66</b>
(iii) Refundable Security Deposit	<b>N/A</b>
(iv) Title Fees	<b>22.50</b>
(v) Registration Fees	<b>16.00</b>
(vi) Other Taxes	<b>N/A</b>
(vii) Documentation Fee	<b>40.00</b>
(viii) Total	<b>\$ 1407.16</b>

B) How the Amount Due at Lease Signing or Delivery will be Paid:

(i) Net Trade-in Allowance <b>1997 SUBARU LEGACY</b>	\$ <b>1044.00</b>
(ii) <b>1997</b> <b>SUBARU</b> <b>LEGACY</b> <b>Model</b>	<b>N/A</b>
(iii) Rebates and Noncash Credits	<b>363.16</b>
(iv) Amount to be Paid in Cash	<b>N/A</b>
(v) Total	<b>\$ 1407.16</b>

34) Lessee's Monthly Payment is Determined as Shown Below:

A) Gross Capitalized Cost. The agreed upon value of the Vehicle (\$ <b>21654.00</b> ) and any items	\$ <b>22454.00</b>
Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fee, GAP protection, luxury tax, and any outstanding prior credit or lease balance)	\$ <b>22454.00</b>
B) Capitalized Cost Reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash Lessee pays that reduces the gross capitalized cost	\$ <b>1044.00</b>
C) Adjusted Capitalized Cost. The amount used in calculating Lessee's base monthly payment	\$ <b>21410.00</b>
D) Residual Value. The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment	\$ <b>9311.22</b>
E) Depreciation and any Amortized Amounts. The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term	\$ <b>12098.78</b>
F) Rent Charge. The amount charged in addition to the depreciation and any amortized amounts	\$ <b>4354.30</b>
G) Total of Base Monthly Payments. The depreciation and any amortized amounts plus the rent charge	\$ <b>16453.08</b>
H) Lease Term. The number of payments in Lessee's Lease	\$ <b>63</b>
I) Base Monthly Payment	\$ <b>261.16</b>
J) Monthly Sales/Use Tax <b>N/A</b>	\$ <b>23.50</b>
K) Total Monthly Payment	\$ <b>N/A</b>
L) Total Monthly Payment	\$ <b>284.66</b>

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

EXHIBIT C

Lessee pays over the Lease term (such as service contracts, insurance, Lessor administration fee, GAP protection, luxury tax, and any outstanding prior credit or lease balance) . . . . .	\$ 22454.00
B) <b>Capitalized Cost Reduction.</b> The amount of any net trade-in allowance, rebate, noncash credit, or cash Lessee pays that reduces the gross capitalized cost . . . . .	= 1044.00
C) <b>Adjusted Capitalized Cost.</b> The amount used in calculating Lessee's base monthly payment . . . . .	= 21410.00
D) <b>Residual Value.</b> The value of the Vehicle at the end of the Lease used in calculating Lessee's base monthly payment . . . . .	= 9311.22
E) <b>Depreciation and any Amortized Amounts.</b> The amount charged for the Vehicle's decline in value through normal use and for other items paid over the Lease term . . . . .	= 12098.78
F) <b>Rent Charge.</b> The amount charged in addition to the depreciation and any amortized amounts . . . . .	+ 4354.30
G) <b>Total of Base Monthly Payments.</b> The depreciation and any amortized amounts plus the rent charge . . . . .	= 16453.08
H) <b>Lease Term.</b> The number of payments in Lessee's Lease . . . . .	+ 63
I) <b>Base Monthly Payment</b> . . . . .	= 261.16
J) <b>Monthly Sales/Use Tax</b> . . . . .	+ 23.50
K) <b>N/A</b> . . . . .	+ N/A
L) <b>Total Monthly Payment</b> . . . . .	= \$ 284.66

**Early Termination.** Lessee may have to pay a substantial charge if Lessee ends this Lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the Lease is terminated. The earlier Lessee ends the Lease, the greater this charge is likely to be.

35) **Excessive Wear and Use.** Lessee may be charged for excessive wear based on Lessor's standards for normal use and for excess mileage at the rate of .15 (if blank, fifteen cents) for each mile recorded on the Vehicle's odometer-including mileage recorded before this Lease was executed-upon return to the Lessor in excess of 63000 miles.

36) **Purchase Option at End of Lease Term.** If Lessee has paid in full all monthly payments, is not in default hereunder, has paid all other amounts required under this Lease, and is not in default of any other obligations of Lessee in any capacity to Lessor or its affiliates, Lessee has an option to purchase the Vehicle at the end of the Lease Term referred to above as the scheduled lease maturity date AS IS WHERE IS and without any warranty whatsoever from Lessor for \$ 9611.22. All fees, taxes and other amounts due on transfer shall be paid by Lessee.

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

38) **ITEMIZATION OF GROSS CAPITALIZED COST**

Agreed Upon Value of the Vehicle \$ 21654.00	Prior Outstanding Credit or Lease Balance \$ N/A	Lessor Admin. Fee \$ 550.00
Taxes \$ N/A	Credit Life Insurance \$ N/A	N/A \$ N/A
Title Fees \$ N/A	Credit Disability Insurance \$ N/A	N/A \$ N/A
Registration Fees and/or License Fees \$ N/A	M.B.P./Warranty \$ N/A	N/A \$ N/A
Documentation Fee \$ N/A	GAP Contract, Coverage or Waiver \$ 250.00	Total Gross Capitalized Cost. \$ 22454.00

39) **OFFICIAL FEES AND TAXES.** The total amount Lessee will pay for official and license fees, registration, title, and taxes over the term of this Lease, whether included with Lessee's monthly payment or assessed otherwise: \$ 1559.00 ALL FEES AND TAXES HEREIN ARE ESTIMATES.

40) **CREDIT LIFE AND DISABILITY INSURANCE:** Credit Life Insurance and Credit Disability Insurance are not required, and will not be provided unless Lessee signs and pays the additional cost itemized below:

TYPE	PREMIUM	SIGNATURE
Credit Life	\$ N/A	Lessee wants credit life insurance X
Credit Disability	\$ N/A	Lessee wants credit disability insurance X

Lessee acknowledges that all inquiries concerning contract terms and provisions relating to this insurance (if purchased) are to be directed to Dealer identified above which is responsible for the issuance of this insurance. The coverages are shown in a separate notice or agreement issued by Dealer and/or the Insurance Company.

41) **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties and may not be modified or revoked without the consent in writing of the Lessor and Lessee. Lessee hereby waives the right to trial by jury of any matters arising out of this Lease and any of the issues contemplated herein. Lessee has read this agreement and acknowledges receipt of a completely filled-in copy. If there are multiple Lessees signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

LESSEE

Company Name, if any

X *Michael Desmet*  
Lessee MICHAEL N DESMET

X *Robin N Desmet*  
Lessee ROBIN N DESMET

Delivery Receipt

I/WE acknowledge that I/WE have received and examined the Vehicle described in paragraph 27 of this Lease, that the Vehicle is equipped as described and in good operating order and condition and that I/WE accept the Vehicle for all purposes of this Lease.

Lessee X *Michael Desmet*

Date 08/20/99

Lessee X *Michael Desmet*

Date

GUARANTY (FILL IN ONLY IF THERE IS A GUARANTOR)

The undersigned guarantees payment, performance, and all obligations to Lessor of the above Lessee under the terms of this Lease. Lessor shall not be required to exhaust its recourse or take any action against the Vehicle or Lessee before being entitled to payment or performance by the undersigned of all amounts and acts hereby guaranteed. Notice of default on the part of the Lessee is hereby waived and the undersigned agrees to remain bound notwithstanding any extensions, renewals, modifications or compromises or any indebtedness, liability or obligation of Lessee under the terms of this Lease. If there are multiple guarantors signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

X

Guarantor

X

Guarantor

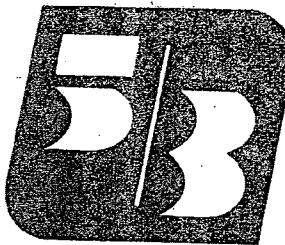
Address

City

State

Zip Code

THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY, THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.



## MOTOR VEHICLE CLOSED-END LEASE AGREEMENT AND DISCLOSURE STATEMENT

THIS LEASE AGREEMENT ("Lease") is between the Lessee(s) ("Lessee") and the Lessor ("Lessor") who is identified on the other side hereof.

### LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

Lessor agrees to purchase and to lease to Lessee, and Lessee agrees to lease from Lessor and to pay according to the terms and conditions below and on the other side hereof, the Motor Vehicle (the "Vehicle") described on the other side hereof.

1) **INSURANCE.** (A) The following types and amounts of insurance will be required in connection with this Lease:  
(1) A policy of public liability and property damage insurance protecting the interests of Lessor, Lessee and Lessee's drivers with limits of not less than \$100,000 for injury to or death of one person; \$300,000 for all persons injured or killed in the same accident and not less than \$50,000 for damage, destruction or loss of use of property of other persons as a result of any one accident.

(2) A policy of collision insurance with a deductible amount not in excess of \$500. Lessee shall be liable for the deductible amount in the event of a claim thereunder.  
(3) A policy of fire, theft and comprehensive insurance with a deductible amount not in excess of \$500. Lessee shall be liable for the deductible amount in the event of a claim thereunder.

(B) Lessee agrees, at Lessee's expense and prior to delivery of the Vehicle, to procure, and furnish to Lessor's satisfaction written evidence of, and to maintain in force until the Vehicle is returned to Lessor, insurance with companies and in a form acceptable to Lessor in the amounts and types indicated above.

All required insurance shall identify the Lessor as an "Additional Named Insured and Loss Payee." Except as provided in paragraph 11 the proceeds of any insurance received by Lessor on account of any loss or casualty which has been paid by Lessee shall be released to Lessee upon appropriate proof of payment, unless at the time the Lessee is in default thereunder.

2) **LATE PAYMENTS; LESSOR PAYMENT; COLLECTION CHARGES.** If all or any portion of a monthly payment not received within 5 days of its due date, a late fee of \$35.00 will be assessed (the amount is not so remitted, Lessee shall pay interest thereon at the maximum rate permitted by law. A fee of \$35.00 (\$20.00 in Indiana and Tennessee and \$15.00 in Missouri and West Virginia) may, at Lessor's discretion, be imposed whenever an item offered in payment on this Lease is returned to the Lessor unpaid for any reason, including but not limited to non-sufficient funds.

3) **MAINTENANCE, EXPENSES, FEES, TAXES, LICENSES, AND INSPECTION.** Lessee agrees to be responsible for the following maintenance and servicing of the Vehicle:  
(a) to maintain the Vehicle according to the manufacturer's maintenance directions, to repair any damage to the Vehicle and to pay all the costs of maintenance and repair;  
(b) to pay all expenses incurred in the use and operation of the Vehicle including but not limited to gasoline, oil, tires, storage, parking, towing, tolls and fines;  
(c) to accomplish and pay for annual registration and licensing of the Vehicle in the Lessor's name;  
(d) to accomplish and pay for all inspections of the Vehicle required by any governmental body and to pay any other tax or governmental charge applicable to the Vehicle;  
(e) to permit Lessor to inspect the Vehicle at reasonable times and intervals;  
(f) to not tamper with or modify the Vehicle in any way without the prior written consent of Lessor;  
(g) to pay all expenses incurred and in connection with the immobilization, impoundment, forfeiture or release of the Vehicle; and  
(h) to pay a \$30.00 service fee to Lessor to investigate and/or forward each warning or delinquency notice to Lessee with respect to fines, citations, taxes and penalties not paid by Lessee.

4) **STANDARDS FOR WEAR AND USE. RETURN OF VEHICLE AND CONDITION ON RETURN;** The following standards are applicable for determining unreasonable or excess wear and use of the Vehicle whether incurred prior to or during the term of the Lease.

A) **DAMAGE CHARGE.** The cost necessary to place the Vehicle in good working condition, whether or not such costs are actually incurred by the Lessor, to repair or replace missing or damaged parts or accessories with original equipment manufacturer parts or those of equal quality and to place the Vehicle in saleable condition as determined by Lessor, which cost shall include, but not be limited to, the cost necessary to:

(1) Repair any malfunction, failure, defect, knocking or other noises of the Vehicle's engine, drivetrain, brakes, exhaust system or any other operating parts and accessories.  
(2) Replace any tire which is not part of a matching set of four tires of equal quality to the originals, plus a spare of equal quality or of the type originally provided by the manufacturer of the Vehicle, with each tire having at least 1/8 inch of remaining tread at its shallowest point.  
(3) Repair the following:  
(i) Dents, scratches, pits, rust, cracks, or corrosion to any fender, bumper, grille, hood, trunk, roof, doors, chrome trim or any such body damage.  
(ii) Repainting any mismatched paint, repainting of the Vehicle to its original color and restoring any special identification, decals, or lettering appearing anywhere on or in the Vehicle.  
(iii) Rips, holes, burns, soiling, spotting or excessive wear in the carpet, seats, doors, headliner, dashboard, or trunk area.  
(iv) Glass damage including breaks, cracks, stone bruises, sand damage, discoloration or pits to any window, windshield, mirror, lamps, lights, or headlights.

B) **INTEREST DUE AT TERMINATION.** All amounts due at termination and under any provisions hereof shall bear interest at the maximum rate allowed by law if not paid within 10 days of notice thereof by Lessor. Such interest shall be computed on the average daily balance method.

C) **RETURN OF VEHICLE AND CONDITION ON RETURN.** On the scheduled maturity of the Lease, Lessee shall deliver the Vehicle to such place as Lessor shall specify. Lessee shall return the Vehicle in such condition so that it is legally operable and saleable under any applicable law. Lessee agrees to make payment to Lessor, as soon as the charges can reasonably be determined, charges for excessive wear and use; plus charges for excess mileage as stated per this Lease; plus the vehicle return fee; plus any other amounts due and payable hereunder.

5) **EARLY TERMINATION AND DEFAULT.** (A) Lessee may terminate this Lease more than 30 days before the scheduled lease maturity date by paying to the Lessor the amount described in paragraph 6(e).

(B) Lessor may terminate this Lease before the scheduled lease maturity date under the following conditions:  
(1) Failure by Lessee to make any monthly payment on its due date. Time is of the essence. However, acceptance by Lessor of any late payment shall not constitute waiver of Lessor's rights under this paragraph;

(2) Death, disability or incompetence of Lessee;  
(3) Failure by Lessee to maintain insurance as provided in paragraph 1 herein;  
(4) Incomplete or inaccurate information is given by Lessee on any credit application, financial statement or in this Lease;  
(5) Seizure, levy, immobilization, impoundment, confiscation or forfeiture under any legal or governmental process against Lessee or against the Vehicle;  
(6) Lessee becomes insolvent or is the subject of any bankruptcy or insolvency proceeding or makes an assignment for the benefit of creditors, or Lessee is named in, or the Vehicle is subject to, a suit for the appointment of a receiver;

(7) Lessor, in its reasonable commercial discretion, deems itself insecure;  
(8) Failure of Lessee to perform any covenant herein or Lessee is in default of any other agreement to which Lessor is a party; or  
(9) Loss, destruction or theft of the Vehicle, whether total or in part, as reasonably determined by Lessor.  
Upon such termination Lessor shall be entitled to the charges described in paragraph 6(e).

6) **LESSOR'S RIGHTS AND REMEDIES UPON DEFAULT.** If an event of default occurs, as described in paragraph 5, Lessor shall have all rights and remedies provided by law, and without limiting the generality of the foregoing, Lessor may do any of the following:

(a) Terminate the Lease and Lessee's right to use the Vehicle and require Lessee to return the Vehicle to Lessor;  
(b) Enter any premises where the Vehicle may be found and take possession of the Vehicle, together with its contents. Lessor may take custody of anything found in the Vehicle and dispose of those contents as Lessor deems appropriate;  
(c) Upon regaining possession of the Vehicle, Lessor shall, at its sole discretion, either sell or re-lease the Vehicle and, after deducting the costs of repossession and disposition, give Lessee credit for the balance of the proceeds remaining from such sale or lease in mitigation of any amounts owed by Lessee to Lessor;  
(d) Apply the security deposit and any other security interest retained by Lessor to repayment of any amounts due from Lessee to Lessor under the terms of this Lease;  
(e) Collect from Lessee an amount equal to the sum of the following computation:

6(e).  
(B) Lessor may terminate this Lease before the scheduled lease maturity date under the following conditions:  
(1) Failure by Lessee to make any monthly payment on its due date. Time is of the essence. However, acceptance by Lessor of any late payment shall not constitute waiver of Lessor's rights under this paragraph;  
(2) Death, disability or incompetence of Lessee;  
(3) Failure by Lessee to maintain insurance as provided in paragraph 1 herein;  
(4) Incomplete or inaccurate information is given by Lessee on any credit application, financial statement or in this Lease;  
(5) Seizure, levy, immobilization, impoundment, confiscation or forfeiture under any legal or governmental process against Lessee or against the Vehicle;  
(6) Lessee becomes insolvent or is the subject of any bankruptcy or insolvency proceeding or makes an assignment for the benefit of creditors, or Lessee is named in, or the Vehicle is subject to, a suit for the appointment of a receiver;  
(7) Lessor, in its reasonable commercial discretion, deems itself insecure;  
(8) Failure of Lessee to perform any covenant herein or Lessee is in default of any other agreement to which Lessor is a party; or  
(9) Loss, destruction or theft of the Vehicle, whether total or in part, as reasonably determined by Lessor.

Upon such termination Lessor shall be entitled to the charges described in paragraph 6(e).

6) **LESSOR'S RIGHTS AND REMEDIES UPON DEFAULT.** If an event of default occurs, as described in paragraph 5, Lessor shall have all rights and remedies provided by law, and without limiting the generality of the foregoing, Lessor may do any of the following:

- (a) Terminate the Lease and Lessee's right to use the Vehicle and require Lessee to return the Vehicle to Lessor;
- (b) Enter any premises where the Vehicle may be found and take possession of the Vehicle, together with its contents. Lessor may take custody of anything found in the Vehicle and dispose of those contents as Lessor deems appropriate;
- (c) Upon regaining possession of the Vehicle, Lessor shall, at its sole discretion, either sell or re-lease the Vehicle and, after deducting the costs of repossession and disposition, give Lessee credit for the balance of the proceeds remaining from such sale or lease in mitigation of any amounts owed by Lessee to Lessor;
- (d) Apply the security deposit and any other security interest retained by Lessor to repayment of any amounts due from Lessee to Lessor under the terms of this Lease;
- (e) Collect from Lessee an amount equal to the sum of the following computation:
  1. The amount of **\$300.00** plus 4% of the residual value; plus
  2. The amount of the Residual Value of the Vehicle as set forth in paragraph (34); plus
  3. The total of all remaining unpaid monthly payments; plus
  4. All costs of collection and other charges and expenses, including reasonable attorneys' fees; plus
  5. All taxes, fees, fines, citations, and any other amounts due Lessor under the terms of this Lease; minus
  6. Any unearned rent charge as computed using the "Constant yield" method; minus
  7. Any amount held by Lessor as a security deposit; minus
  8. Any amount received by Lessor from insurance proceeds or sale of salvage, or the sale or re-lease of the Vehicle.

The sum of the aforementioned calculation shall be due and payable upon demand and shall bear interest at the maximum rate permitted by law.

7) **OPTION TO PURCHASE VEHICLE PRIOR TO END OF THE LEASE.** Lessee has an option to purchase the Vehicle more than 30 days prior to the scheduled lease maturity date by paying to Lessor the amount described in Paragraph 6 (e).

8) **CHANGE IN RESIDENCE.** In the event Lessee changes residency to a different governmental jurisdiction, the Lessor, at its option and upon giving due notice to Lessee, may require that funds be deposited to an escrow account in an amount to be determined by the Lessor which are sufficient to pay any tax or fee liability applicable to the Vehicle which may be imposed by any governmental authority of the Lessee's new residence. The Lessor may, at its option, waive this requirement upon receipt of satisfactory proof that all applicable tax and/or fee liability has been duly paid by the Lessee. In any event, the Lessor will charge a **\$40.00** processing fee for each title transfer.

9) **USE OF VEHICLE; DRIVERS.** Lessee agrees that Lessee will not use or permit the use of the Vehicle (a) outside the state of Lessee's present residence for a continuous period exceeding 30 days without the Lessor's prior written consent; (b) for any purpose of carrying goods or passengers for hire, such as a taxi cab, public omnibus, livery, or sightseeing conveyance; (c) for any unlawful purpose; (d) in violation of any law; or (e) outside the United States for any period. Lessee represents that Lessee has a valid driver's license and agrees that Lessee shall permit the Vehicle to be operated only by drivers known by Lessee to be validly licensed and insured. Lessee acknowledges that Lessee is responsible for selecting and controlling any drivers of the Vehicle and such drivers are conclusively presumed to be agents of Lessee only. Lessee shall require all drivers to operate the Vehicle with reasonable care and diligence.

10) **LOSS, DESTRUCTION, CONFISCATION OR THEFT OF VEHICLE.** (a) If the Vehicle is lost, confiscated by any governmental authority, stolen or destroyed, Lessee shall promptly notify Lessor for purposes of computation of all sums due. This event of default is deemed to have occurred on the date notice is received by Lessor. (b) Lessee grants Lessor a Limited Power of Attorney and authorizes Lessor to negotiate, settle and collect all sums due from any source (insurance or otherwise) and apply same to any outstanding balance owed.

11) **SUBSTANTIAL DAMAGE TO VEHICLE.** If the Vehicle is substantially damaged so that Lessee believes that it may not be repairable, Lessee shall promptly notify Lessor. Lessor shall make the final determination as to whether the Vehicle is repairable. If Lessor determines the Vehicle is not repairable, it shall be considered lost for purposes of the preceding provision. Otherwise, Lessee will be obligated to have the Vehicle repaired.

12) **NOTICE OF ACCIDENTS AND COOPERATION.** Lessee agrees that Lessee and Lessee's agents shall cooperate fully with Lessor and any insurance carriers in the investigation and defense of any claims arising from the operation of the Vehicle, and shall make a report to Lessor any accident with the fullest information available on the accident or damage, and promptly shall deliver to Lessor any papers or notices delivered to Lessee or Lessee's agents in connection with any claim commenced or threatened against Lessee or Lessor.

13) **REIMBURSEMENT AGREEMENT.** Lessee agrees to reimburse Lessor and its agents from and against any and all losses, claims, demands, consequential damages, expenses (including legal expenses) fines and penalties arising out of the condition, maintenance, use or operation of the Vehicle, or Lessee's inability to legally operate the Vehicle.

14) **OWNERSHIP.** This is a Lease only and Lessor remains the owner of the Vehicle. Lessee will not transfer, sublease, rent, or do anything to interfere with Lessor's ownership of the Vehicle. Lessee and Lessor agree that this Lease will be treated as a true Lease for Federal Income Tax purposes and elect to have Lessor receive the benefits of ownership.

15) **ASSIGNMENT.** Lessee agrees that this Lease or any monthly payments may be assigned by Lessor. Lessee has no right to assign this Lease.

16) **EXPENSES INCURRED BY LESSOR.** Lessor is not required to, but may take any action required to be done by Lessee (without liability for anything done or omitted in taking the action) and incur any resulting expense. This includes but is not limited to the acquisition of any required insurance, registration of the Vehicle, repair of the Vehicle, or payment of any tax or other charges payable by Lessee. Any such expense incurred shall be repayable by Lessee on demand, together with interest thereon at the maximum rate permitted by law. The rights granted by this paragraph are not a waiver of any other rights of Lessor arising from breach of any of the provisions of this Lease by Lessee.

17) **SECURITY INTEREST.** Lessee hereby grants to Lessor a security interest in all property in which a security interest may now or hereafter be granted by Lessee to Lessor on any loans or other transactions subsequently entered into by Lessee with Lessor other than a "residential mortgage transaction" as defined in Title 1, Consumer Protection Act, 15 U.S.C.A., Sections 1601 et. seq., as amended. Lessee also grants to Lessor a security interest in (i) loss proceeds of any insurance; (ii) rebates and refunds from insurance policies financed under this Lease; and (iii) rebates, refunds and proceeds from GAP products or service contracts financed under this Lease. Such after-acquired security, together with the common law right of set off which Lessor (as a depository) has in all deposits and other monies owned by Lessee and held by Lessor, shall serve as security for any and all of Lessee's obligations under this Lease or of any other obligations of Lessee in any capacity to Lessor or its affiliates.

18) **NO WAIVER.** The failure of either party hereto to insist upon the performance of any of the terms of this Lease or the waiver of any breach of any of the terms of this Lease shall not be construed as thereafter waiving any such terms, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

19) **NOTICE.** Any notice given under this Lease by Lessor to Lessee may be given personally or by first class mail, addressed to Lessee's last known address.

20) **AUTHORITY TO SIGN.** If the Lessee is a corporation or other entity, the person signing this Lease on behalf of such corporation or entity and the Lessee each hereby warrant that he or she has full authority from the corporation or entity to sign this Lease. The undersigned also agrees that if they lack such authority they agree to be personally bound both jointly and severally by all the terms hereof. If there are multiple Lessees signing this Lease, all will be jointly and severally liable for the obligations under this Lease.

21) **APPLICABLE LAW AND SEVERABILITY.** This Lease shall be construed, interpreted and determined by the law of the State in which this Lease is executed. The parties hereby consent to service of process and personal jurisdiction in the county in which this Lease was executed, and any federal court with concurrent jurisdiction, with respect to any action or proceeding brought to enforce any liability or obligation under this Lease. If any part of this Lease is adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or nullify the remainder of this Lease which shall remain in full force and effect. Section headings are for convenience of reference only and shall not be construed otherwise.

22) **AUTHORITY OF ARRANGING ENTITY.** The entity arranging this Lease is authorized to execute this Lease on behalf of the Lessor. Neither that entity nor any of its employees is authorized to make any oral or written promise, affirmation, warranty or representation to Lessee.

23) **SECURITY DEPOSIT.** Lessee agrees that Lessor may hold the security deposit for the term of the Lease. The security deposit will not accrue interest for the benefit of the Lessee and any interest or monetary benefit which may accrue to the Lessor will not be paid to the Lessee and will not be used to reduce the Lessee's obligation under the Lease.

24) **CONTINUING OBLIGATIONS.** Lessee's obligations hereunder shall survive the expiration and/or termination of this Lease until each is satisfied in full.

25) **REFUNDS.** Any refund made by negotiable instrument shall be made payable to any one or more Lessee(s) as determined solely by Lessor.

26) **ODOMETER STATEMENTS.** Lessee will maintain the odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, Lessee will provide Lessor with reasonable evidence of the Vehicle's actual mileage. If Lessee is unable to do so to Lessor's reasonable satisfaction, Lessee will pay Lessor an amount equal to a reasonable estimate of any reduction of the Vehicle's fair market value caused by the inability to determine the Vehicle's actual mileage. Lessee will provide Lessor with an odometer certification at any time Lessor requests one. Lessor may request more than one certification during the term of this Lease. Applicable law requires Lessee to complete an odometer statement form at the conclusion of the Lease. If this form is not properly completed, or if it contains false information, no refund of security deposit (if any) will be made and the Lessee may be subject to fines and/or imprisonment.

**THIS LEASE IS SUBJECT TO, AND LESSEE AGREES TO BE BOUND BY THE ADDITIONAL PROVISIONS SET FORTH ON THE OTHER SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.**

# GAP AGREEMENT

GAP  
AGREEMENT #  
1022438

	NAME	ADDRESS	CITY, STATE	ZIP	PHONE NUMBER
Customer	Michael & Robin Desmett RRI Box 1-0		Woodland PA	16881	814-857-7610
Lender/Lessor	Condor Olds Cadillac	400 E. Plank Road	Altoona, PA	16602	814-944-8134
Assignee	FifthThird Bank	923 Freeman Avenue	Cincinnati, OH	45203	
<b>LOAN/LEASE/ VEHICLE INFORMATION</b>	LOAN <input type="checkbox"/> LEASE <input checked="" type="checkbox"/>	Term of Loan/Lease 63 (loans/leases exceeding 72 months are not eligible for coverage)	Loan APR	MSRP	
		Amount Financed/Total Cost of Lease 21410.00 (maximum \$50,000)	Customer Charge for GAP Coverage 250.00		
		Vehicle Year/Make/Model 2000 Subaru Impreza	VIN JF1GC6758YN500114		

**COVERAGE** - Customer and LENDER/LESSOR hereby agree to amend the early termination provisions of the loan/lease agreement on the VEHICLE referenced above. In consideration of the payment of the customer charge for GAP Coverage and your signature below, in the event of a TOTAL LOSS of the VEHICLE:

The amount of financial obligation cancellable by LENDER/LESSOR or any other subsequent assignee under this GAP Agreement, (the **GAP PAYMENT**) will be **The OUTSTANDING LOAN/LEASE BALANCE**, as described in this agreement, minus The **ACTUAL CASH VALUE** of the vehicle as of the date of loss; and, minus **ITEMS YOU REMAIN LIABLE FOR**, as described below:

Subject to the conditions stated herein, if on the **DATE OF LOSS** the **OUTSTANDING LOAN/LEASE BALANCE** minus the **ITEMS YOU REMAIN LIABLE FOR** is less than or equal to the **ACTUAL CASH VALUE**, no **GAP PAYMENT** shall be due under this **GAP AGREEMENT**.

The "ACTUAL CASH VALUE" equals the greater of:

- The entire amount of any insurance proceeds that shall become payable as a result of the **TOTAL LOSS**, plus the amount of your insurance policy deductible that exceeds \$500; or
- The **VALUE** of the **VEHICLE** immediately prior to the **DATE** of **LOSS**, minus your insurance policy deductible up to a limit of \$500.

**ITEMS YOU REMAIN LIABLE FOR** - You will not receive payment under this **GAP AGREEMENT** for amounts of the **OUTSTANDING LOAN/LEASE BALANCE** representing these items:

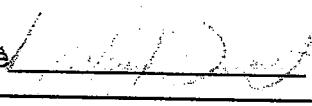
- Interest, rental or other charges that accrue after the **DATE OF LOSS**;
- Delinquent payments or taxes, late charges;
- Amounts from items that are refundable from the **OUTSTANDING LOAN/LEASE BALANCE** including, but not limited to service contracts, credit life or accident and health insurance or other items which may have been calculated in the initial loan/lease amount;
- Amounts included in the original loan/lease balance as a result of you receiving less on your trade-in vehicle than the lien/lease balance on such vehicle at that time.
- Any amount by which the original Loan/Lease balance exceeds 120% of the Manufacturer's Suggested Retail Price (MSRP) for a new vehicle, or 120% of the average retail value of the **VEHICLE** as listed in the then - current edition of an Administrator Approved Automobile Value Guide for your geographic area in the case of a used vehicle.

**NOTICE** - This **Loan/Lease Deficiency Addendum**, otherwise referred to as **GAP AGREEMENT**, is between you, the **Customer**, and the **LENDER/LESSOR** listed above. It is an amendment to your **Loan/Lease Agreement**. This **Agreement is not Insurance** and does not provide general liability coverage, nor does it fulfill the requirements of financial responsibility laws.

Enrollment in this **GAP Program** is only available at the time the **Loan/Lease** is executed. You may already have **GAP coverage** in your **Loan/Lease agreement** or from another source, or your **Loan/Lease terms** may be structured such that you feel you may not need this **GAP coverage**. The purchase of this coverage is optional and not required to obtain your **Loan or Lease**, and will not be provided unless you accept and sign this agreement and agree to pay the customer charge for **GAP Coverage**.

## ACCEPTANCE OF GAP AGREEMENT

I want to purchase this **GAP AGREEMENT** plan. My signature below means that I accept and understand the coverage and cost and have verified that the information is accurate.

Date 8/20/99 CUSTOMER'S Signature  LENDER/LESSOR'S Signature \_\_\_\_\_

## DECLINATION OF GAP AGREEMENT

## DEFINITIONS

For the purpose of this GAP AGREEMENT the following terms shall mean:

The words CUSTOMER, YOU, YOUR, and I refers to the Purchaser of this GAP AGREEMENT.

DATE OF LOSS shall be the date on which the actual physical loss or damage occurred to the VEHICLE. If such date is indeterminable, the DATE OF LOSS shall be the date of loss established by the primary automobile physical damage insurer.

LENDER/LESSOR refers to the LENDER/LESSOR identified above, and after any assignment of the loan/lease agreement, to any assignee.

VALUE of the VEHICLE means the Average Retail Value of the Vehicle, including all add-ons, as of the DATE OF LOSS using the then current, region specific, edition of an ADMINISTRATOR approved Automobile Value Guide for this calculation.

TOTAL LOSS shall mean a total or constructive total loss as a result of physical damage or theft as defined by the CUSTOMER'S primary automobile physical damage insurer.

OUTSTANDING LOAN/LEASE BALANCE means the amount required to pay off the CUSTOMER'S Loan/Lease balance as of the DATE of LOSS.

## TERMS AND CONDITIONS

This GAP AGREEMENT shall be void if:

- a. The coverage term of this GAP AGREEMENT does not match the term of the underlying loan or lease agreement.
- b. The loan/lease agreement to which this GAP AGREEMENT attaches is for a term exceeding 72 months.
- c. The loan/lease agreement to which this GAP AGREEMENT attaches contains an Amount Financed/Total Cost of Lease in excess of \$50,000.
- d. You have concealed or misrepresented any material fact(s), or in the case of fraud.

You cannot transfer this GAP AGREEMENT to any other person or entity.

## WHAT IS NOT COVERED - Total Losses under these circumstances are not covered under this GAP AGREEMENT:

- a. Loss resulting from forgery.
- b. Loss due to wear and tear, freezing, mechanical or electrical breakdown or failure.
- c. If you are entitled to a GAP PAYMENT under this GAP AGREEMENT but you received a GAP payment from another GAP AGREEMENT. A refund of this GAP charge will be made.
- d. Losses on vehicles used as emergency vehicles or police cars, taxicabs, liveries and buses; vehicles used in racing or other competition; conversion vans except those converted by the manufacturer or a conversion company approved by the manufacturer; commercial use vehicles.
- e. Losses occurring when no primary physical damage insurance is in effect or caused by occurrences not covered by said physical damage insurance.
- f. Losses occurring after your vehicle has been repossessed.
- g. Losses occurring if you choose to accept a substitute vehicle and continue your regular Loan/Lease payments. Any subsequent total loss of the substitute vehicle will be considered, subject to the terms of this agreement.

**TERM OF GAP COVERAGE AND CANCELLATION** - This agreement must be purchased before or at the time of delivery of the Vehicle. It shall be effective upon delivery of the Vehicle and will terminate upon termination of the underlying loan or lease agreement, upon payment of a GAP PAYMENT under this agreement, or upon Cancellation of this agreement, whichever comes first. The term of this GAP AGREEMENT shall not be extended beyond the underlying Loan/Lease original expiration date.

Upon receipt of a GAP PAYMENT, you shall have received the full benefit of this agreement. The agreement will expire and no refund will be due. Otherwise, this GAP AGREEMENT may be cancelled at any time while the underlying Loan/Lease is in effect. A refund will be paid or credited promptly to the person entitled to it. The refund will be calculated according to the Sum of Digits Formula, commonly known as the Rule of 78's Method. From this refund amount will be deducted a \$25.00 cancellation fee.

## CLAIM REQUIREMENTS AND ADMINISTRATOR

- a. Universal Underwriters Service Corporation has been appointed as the **Administrator** of this GAP Program. The **Administrator** is responsible and liable only to the LENDER/LESSOR in accordance with their separate agreement. The **Administrator** does not assume and specifically disclaims any responsibility or liability to **you** under this GAP AGREEMENT. They are authorized to assist you. You may contact Universal Underwriters Service Corporation, 6363 College Boulevard, Overland Park, KS 66211 Claims or Customer Service Department (800) 821-7803 to have coverage questions answered or to receive help in filing a claim under this GAP AGREEMENT.
- b. All GAP claims must be reported to the **Administrator** within 30 days of the DATE OF LOSS or the claim shall be void.
- c. The CUSTOMER must provide **ADMINISTRATOR** with all requested claim information, on a GAP claim form received by **ADMINISTRATOR**, within 2 weeks of the primary insurance company settlement.
- d. You must promptly and diligently pursue your claim under your automobile physical damage insurance policy and must act in good faith, cooperate with and assist the insurer in pursuing a claim.
- e. **INSURANCE COMPANY OBLIGATION.** The LENDER/LESSOR obligations under this GAP AGREEMENT are insured by Universal Underwriters Insurance Company, 6363 College Boulevard, Overland Park, Kansas 66211. In the event that LENDER/LESSOR is unable to perform its obligations under this GAP AGREEMENT, You may file a direct claim with Universal Underwriters Insurance Company. To do so, please call the following toll free number for instructions. (800) 821-7803.

Client: BUREAUS INVESTMENT GROUP NO 7 LLC  
Assignee of FIFTH THIRD BANK  
1717 Central Street  
Evanston, IL 60201

3/9/2007

MICHAEL W DESMETT  
90 MILLINDER LANE  
WOODLAND, PA 16881

### STATEMENT OF ACCOUNT

Original Account Number: 0746367044  
Account Number: 414062119

New Balance \$5,363.70	Payment Due Date 3/9/2007	Statement Closing Date 3/9/2007
Total Credit Line \$0	Total Available Line \$0	Cash Access Line \$0

Your account is seriously past due, and the full balance is due immediately.

Here is your Account Summary:

Previous Balance	\$5,363.70
(-) Payment & Credits	\$0.00
(+) Purchases, Cash, Debits	0.00
(+) FINANCE CHARGES	\$0.00
(=) New Balance	\$5,363.70

@ 0.00% Per Annum

Minimum Payment Due \$5,363.70

Your charges and credits at a glance:

TRAN DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTION	CREDITS	CHARGES

Send Payments to: The Bureaus Inc 1676 Momentum Place Chicago IL 606895316  
Write your account number on your check or money order. Never send cash.

EXHIBIT D

AFFIDAVIT

I, JOHN HEDGES, of  
BUREAU INVESTMENT GROUP #7 LLC, Plaintiff herein,

verify that the statements of fact contained in the Complaint 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.

9/11/07  
Date

John Hedges  
Affiant

APPOINTED DESIGNEE  
Title

1717 CENTRAL ST.  
Address

EVANSTON, IL, 60206  
City, State and Zip

Account# 414062119

AAFile# 107572

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

BUREAUS INVESTMENT GROUP NO 7 LLC,  
assignee of VISION MANAGEMENT SERVICES,  
assignee of FIFTH THIRD BANK

NO.2007-01713-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

MICHAEL W. DESMETT,

Defendant(s).

**PRAECIPE TO SETTLE  
AND DISCONTINUE  
CODE -  
FILED ON BEHALF OF  
PLAINTIFF**

**COUNSEL OF RECORD  
FOR THIS PARTY:**

Charles F. Bennett, Esq.  
PA I.D. No. 30541  
Joel E. Hausman, Esq.  
PA I.D. No. 42096  
Apple and Apple, P.C.  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213  
Telephone (412) 682-1466  
Fax (412) 682-3138

**FILED** ICC + 1 Cert  
m/1/50cm of disc  
DEC 14 2007 issued to  
William A. Shaw  
Prothonotary/Clerk of Courts  
Atty. Bennett

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

BUREAUS INVESTMENT GROUP NO 7 LLC,  
assignee of VISION MANAGEMENT SERVICES,  
assignee of FIFTH THIRD BANK

NO.2007-01713-CD  
IN CIVIL ACTION

Plaintiff(s),

-vs-

MICHAEL W. DESMETT,

Defendant(s).

**PRAECIPE TO SETTLE AND DISCONTINUE**

**TO THE PROTHONOTARY:**

Kindly Settle and discontinue the above-captioned matter upon the records of the Court.

APPLE AND APPLE, P.C.

Dated Nov. 23, 2007

By: 

Attorneys for Plaintiff

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT  
STATEMENT OF THE ABOVE CASE.

THIS STATEMENT IS MADE SUBJECT TO THE PENALTIES OF 18 PA.C.S. §4904  
RELATING TO UNSWORN FALSIFICATIONS TO AUTHORITIES.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Bureaus Investment Group No 7 LLC  
Vision Management Services  
FIFTH THIRD BANK**

Vs.  
**Michael W. Desmett**

**No. 2007-01713-CD**

**CERTIFICATE OF DISCONTINUATION**

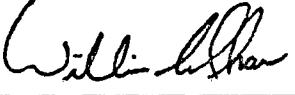
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 14, 2007, marked:

Settled and discontinued

Record costs in the sum of \$85.00 have been paid in full by Charles F. Bennett Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 14th day of December A.D. 2007.

  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103338  
NO: 07-1713-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: BUREAUS INVESTMENT GROUP NO. 7 LC, Assignee  
vs.  
DEFENDANT: MICHAEL W. DESMETT

**SHERIFF RETURN**

NOW, October 31, 2007 AT 2:37 PM SERVED THE WITHIN COMPLAINT ON MICHAEL W. DESMETT DEFENDANT AT WORK: 405 LATIMER ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MICHAEL DESMETT, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

**FILED**

FEB 08 2008

6/23/08  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	APPLE	16875	10.00
SHERIFF HAWKINS	APPLE	16875	24.85

Sworn to Before Me This

Day of 2008  
2007

So Answers,

  
by Marilyn Hamer  
Chester A. Hawkins  
Sheriff