

MOTOR VEHICLE LEASE AGREEMENT

1. PARTIES:

Lessor - Dealer Name HANSORD PONTIAC COMPANY	Address 8905 WAYZATA BLVD. GOLDEN VALLEY MN 55426
Lessee - Name HOLLIE JEAN BECKMAN	Address 5140 TERRACEVIEW LANE PLYMOUTH MN 55446
Lessee - Name JASON BO-ALAN BECKMAN	Address 5140 TERRACEVIEW LANE PLYMOUTH MN 55446

You (meaning each lessee signing this Lease) agree to lease from us (meaning the Lessor) the vehicle described in item 2 of this Lease. The Lease term and obligations begin when the Lease is signed by you and by us. The consumer lease disclosures in this Lease are also made on behalf of the assignee, Chase Auto Finance Corp.

Chase Auto Finance Corp. will administer this Lease unless we notify you otherwise.

2. DESCRIPTION OF VEHICLE:

MODEL YEAR	MAKE	MODEL	BODY STYLE	COLOR	VEHICLE IDENTIFICATION NO.	ODOMETER READING AT DELIVERY
2010	JAGUAR	XKR CPE/CONV	XKR COUPE	BLACK	SAJWA4DC3AMB34549	64

Unless this box is checked , this Lease is primarily for personal, family or household purposes.

3. DESCRIPTION OF TRADE-IN (if applicable)

MODEL YEAR	MAKE	MODEL	GROSS ALLOWANCE	AMOUNT OWED	NET TRADE-IN
			\$ N/A	\$ N/A	\$ N/A

An "e" in this Lease indicates an estimate.

Federal Consumer Leasing Act Disclosures

4. Amount Due at Lease Signing or Delivery (Itemized below)* \$ <u>8000.00</u>	5. Monthly Payments Your first monthly payment of \$ <u>1531.90</u> is due on <u>10/05/2009</u> followed by <u>35</u> payments of \$ <u>1531.90</u> due on the <u>5th</u> of each month. The total of your monthly payments is \$ <u>55148.40</u>	6. Other Charges (not part of your monthly payment) (a) Disposition fee (if you do not purchase the vehicle) \$ <u>300.00</u> (b) Other: <u>N/A</u> \$ <u>N/A</u> (c) Other: <u>N/A</u> \$ <u>N/A</u> (d) Total \$ <u>300.00</u>	7. Total of Payments (The amount you will have paid by the end of the Lease) \$ <u>61916.50</u>
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***Itemization of Amount Due at Lease Signing or Delivery**

8. Amount Due at Lease Signing or Delivery:	9. How the Amount Due at Lease Signing or Delivery will be paid:
(a) Capitalized cost reduction \$ <u>1081.70</u>	(a) Net trade-in allowance \$ <u>N/A</u>
(b) First monthly payment \$ <u>1531.90</u>	(b) Rebates and noncash credits \$ <u>1000.00</u>
(c) Refundable security deposit \$ <u>N/A</u>	(c) Amount to be paid in cash \$ <u>7000.00</u>
(d) Initial title fees \$ <u>15.25</u>	
(e) Initial registration fees \$ <u>1336.00</u>	
(f) Sales or use tax \$ <u>3960.15</u>	
(g) Extended warranty agreement \$ <u>N/A</u>	
(h) Acquisition fee \$ <u>N/A</u>	
(i) Other: <u>DOC FEE</u> \$ <u>75.00</u>	
(j) Total \$ <u>8000.00</u>	(d) Total \$ <u>8000.00</u>

10. Your Monthly payment is determined as shown below.

(a) Gross capitalized cost. The agreed upon value of the vehicle (\$ <u>94887.00</u>) and any items you pay for over the Lease term (such as taxes, fees, service contracts, insurance, and any outstanding prior credit or lease balance) (See item 14 below for an itemization of this amount)	(a) \$ <u>95682.00</u>
(b) Capitalized cost reduction. The amount of any rebate, net trade-in allowance, noncash credit or cash you pay that reduces the gross capitalized cost	(b) - \$ <u>1081.70</u>
(c) Adjusted capitalized cost. The amount used in calculating your base monthly payment	(c) = \$ <u>94600.30</u>
(d) Residual value. The value of the vehicle at the end of the Lease used in calculating your base monthly payment	(d) - \$ <u>53530.00</u>
(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	(e) = \$ <u>41070.30</u>
(f) Rent charge. The amount charged in addition to the depreciation and any amortized amounts	(f) + \$ <u>14078.10</u>
(g) Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	(g) = \$ <u>55148.40</u>
(h) Lease payments. The number of payments in your Lease	(h) ÷ <u>36</u>
(i) Base monthly payment.	(i) = \$ <u>1531.90</u>
(j) Monthly sales/use tax.	(j) + \$ <u>N/A</u> e
(k) Other: <u>N/A</u>	(k) + \$ <u>N/A</u> e
(l) Total monthly payment	(l) = \$ <u>1531.90</u> e

12. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of (a) 12000 miles per year at the rate of (b) 30 cents per mile.

13. Purchase Option at End of Lease Term. You have an option to purchase the vehicle at the end of the Lease term for (a) \$ 53530.00 with a purchase option fee of (b) \$ 150.00. The purchase option price does not include fees for tags, taxes or registration.

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

14. ITEMIZATION OF GROSS CAPITALIZED COST.

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|--------------------------------------------------|------------------------|
| (a) Agreed upon value of the vehicle | (a) \$ <u>94887.00</u> |
| (b) Sales/use tax | (b) \$ <u>N/A</u> |
| (c) Federal luxury tax | (c) \$ <u>N/A</u> |
| (d) Initial title, license and registration fees | (d) \$ <u>N/A</u> |
| (e) Extended warranty agreement | (e) \$ <u>N/A</u> |
| (f) Acquisition fee | (f) \$ <u>795.00</u> |
| (g) Prior credit or lease balance | (g) \$ <u>N/A</u> |
| (h) Other: <u>N/A</u> | (h) \$ <u>N/A</u> |
| (i) Other: <u>N/A</u> | (i) \$ <u>N/A</u> |
| (j) Gross capitalized cost (same as item 10(a)) | (j) \$ <u>95682.00</u> |

17. OPTIONAL EXTENDED WARRANTY. You may purchase from the original lessor a contract for the repair and/or maintenance of certain covered items of the vehicle. **This protection is optional and will not be provided unless you sign below and agree to pay the additional cost.** If you want this protection, you should carefully review the contract that describes the details of this protection. You will not get this protection unless the price is shown and you sign below.

Term: Earlier of N/A months or N/A miles.

Price: \$ N/A

Name of Provider: N/A

X _____ X _____
 Lessee Signs Lessee Signs

15. OFFICIAL FEES AND TAXES. The total amount you will pay for official and license fees, registration, title, and taxes over the term of your Lease, whether included with your monthly payments or assessed otherwise:

\$ 7935.40 e. This amount is an estimate. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

You will pay all required government fees and taxes (other than our net income taxes) whether assessed on you, us or the vehicle. You will pay the required government fees and taxes, including personal property taxes (if applicable), that are assessed for any period, or portion of a period, prior to lease termination, even if such amounts are billed to you after Lease termination.

16. WARRANTIES. Unless this box is checked , the vehicle is subject to a manufacturer's standard new car warranty. The vehicle is also subject to any other express warranties or guarantees disclosed here: N/A

There are no warranties, guarantees or other rights provided to you by us or the manufacturer of the vehicle other than those disclosed in this Lease. UNLESS PROHIBITED BY LAW, IF THE DEALER HAS NOT PROVIDED A WRITTEN WARRANTY, WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. LATE PAYMENTS. The charge for late payments is the lesser of \$25 or 5% of the unpaid amount of any payment not received within 10 days of its due date.

19. REQUIRED INSURANCE. You must maintain the insurance coverage described in item 27. You affirm that such insurance is in force on the date of this Lease through the following agent:

Insurance Agent's Name: ROLLO M WINEGARNER

Agency Name: AMERICAN FAMILY

Agency Address: 406 W WASHINGTON BRAINERD MN 56

Agency Phone Number: (218)829-3040

INSURANCE COVERAGE VERIFIED BY:

Employee's Initials
 X [Signature]

Employee Name: dean greenig

Verification Date: 10-05-09 Verification No.: N/A

NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE.

LESSEE(S) NOTICES AND SIGNATURES

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE THAT THIS LEASE CONTAINS AN "AGREEMENT TO ARBITRATE DISPUTES" ON THE REVERSE SIDE, THAT YOU HAVE READ THE AGREEMENT TO ARBITRATE DISPUTES AND AGREE TO ITS TERMS.

BY SIGNING THIS LEASE BELOW YOU ACKNOWLEDGE THAT: (1) EACH LESSEE ACCEPTS AND IS SEPARATELY LIABLE UNDER THE TERMS AND CONDITIONS OF THIS LEASE; AND (2) YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS LEASE, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS AND RECEIVED A COMPLETELY FILLED IN COPY BEFORE SIGNING BELOW.

X [Signature] 10/05/2009 X [Signature] 10/05/2009
 Lessee Signs Title (if applicable) Date Lessee Signs Title (if applicable) Date

LESSOR'S ACCEPTANCE AND ASSIGNMENT

By signing below, Lessor accepts this Lease. Lessor assigns all rights under and title and interest in and to the vehicle and this Lease to the assignee listed in item 1 above, pursuant to the applicable dealer agreement between the Lessor and assignee.

X [Signature] Title: BUSINESS MANAGER Date: 10/05/2009
 Lessor-Dealer Signs

LESSEE