

True Light Trinity Church
10700 Stancliff
Houston, TX 77099

June 23, 2005

Kit Menkin
Leasing News, Inc.
Saratoga, CA
FAX: 408-374-0551

Subject: Complaint against Preferred Lease

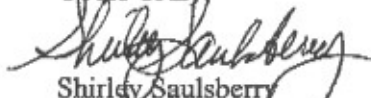
Dear Mr. Menkin:

This letter is written to file a complaint against Preferred Lease. Their address is 5 Hutton Centre, Suite 1200, South Coast Metro, CA 92707 and the phone number is 1-866-227-9375. The point of contact is Mr. Chris Olson.

On March 30, 2005, True Light Trinity Church forwarded a down payment check in the amount of \$2,814.10 followed by the signed lease agreement. Since that time, they have failed to either process the lease or issue a refund of the down payment amount. No one at the company will respond or return phone calls. On 6/20/05 we faxed them a written request to refund the down payment.

Any assistance you can give in resolving this matter will be greatly appreciated. We just want a full refund of our down payment. I am attaching copies of the down payment check as well as the lease document we signed. Should you need additional information you may respond to the above address or call 281-988-9127.

Yours Truly



Shirley Saulsberry
True Light Trinity Church



Lessor's Legal Name: True Light Trinity Church
 Lessor's Address: 10700 Spauldoff Houston TX
 Address City County State Zip
 Signor's Name: Dennis Traylor/ Kimberly Saulsberry Title: Pastor/ Ex. Director Phone No: (281) 988-9127

EQUIPMENT DESCRIPTION

Quantity 1 Description, Model No., Catalogue No., Serial No. or Other Identification
THD

TERMS OF LEASE / PAYMENT SCHEDULE

AMOUNT OF EACH PAYMENT (plus sales tax, if applicable)	TERM TYPE	No. of Advance Payments	NET TERM (Months)	INITIAL DEPOSIT \$2,814.10 (Includes a \$595.00 Securitization Fee)
\$1,109.55	Monthly	2	60	

1. **TERMS/CONDITIONS.** Preferred Lease a CapitalWorks, LLC company (hereinafter "Lessor") submits its proposed terms and conditions herein to provide lease financing to Lessee, based upon Lessor's preliminary investigations and discussions with Lessee. This proposal supersedes any previous written or verbal offering made to Lessee.

2. **TYPE OF LEASE.** The lease shall be a triple net lease, whereby the Lessee is responsible for all expenses related directly or indirectly to the transaction, including, but not limited to, maintenance, taxes (other than the taxes imposed on the net income of the Lessor), insurance coverage, etc. The Lessee is responsible for certain indemnifications, including, but not limited to, indemnifications against all hazards, liabilities, damages and risks of loss.

3. **EQUIPMENT.** The "Equipment" shall consist of the items noted above, and any other equipment approved by Lessor. Soft costs including installation freight, software, and services will be limited to 20% of finance amount. The Company shall keep the Equipment located within the continental United States.

4. **PERSONAL GUARANTY.** The undersigned unconditionally guarantees Lessee's performance of all terms and conditions of the above Lease and the prompt payment of all sums due hereunder. The undersigned consents to and waives notice of any modification, amendment or extension of the Lease without releasing the undersigned's obligation under this Guaranty. The undersigned further agrees that in the event of default by Lessee of any of the terms or conditions of the Lease, Lessor shall have the right to pursue all legal remedies against Guarantor which Lessor is entitled to pursue against Lessee without first exhausting such remedies against Lessee. Furthermore, the undersigned guarantees payment and performance of Lessee's obligations due or to become due under any contract to which Lessor and Lessee are parties.

INITIALS

5. **RENTAL ADJUSTMENT.** The lease rates and other terms quoted in this proposal have been calculated, in part, using an interest rate tied to the co-responding U.S. Treasury Note. The lease rate and other terms quoted are subject to change in the event such Treasury Note yields fluctuate more than ten (10) basis points prior to the lease commencement date, or in the event that material information/diligence items are not disclosed or there is a material adverse change in the Lessee's credit or a determination is made by Lessor that Lessee's creditworthiness does not support the proposed terms.

6. **APPLICABLE LAW AND VENUE.** ALL MATTERS INVOLVING THE CONSTRUCTION, VALIDITY, PERFORMANCE, OR ENFORCEMENT OF THIS LEASE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF CALIFORNIA AND AGREES THAT AT LESSOR'S SOLE OPTION, JURISDICTION AND VENUE (LOCATION) FOR ANY DISPUTE, SUIT OR ACTION ARISING UNDER OR IN RELATION TO THE LEASE, AND ALL DOCUMENTS EXECUTED IN CONNECTION THEREWITH, SHALL BE IN ORANGE COUNTY, CALIFORNIA. LESSOR SHALL HAVE THE OPTION OF COMMENCING AN ACTION IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER AND PARTIES TO THE TRANSACTION. In the event that any of the parties shall be required to bring any legal action against one another to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover attorney's fees and costs. Lessor shall be held harmless from all legal action regarding this proposed Credit Facility or other transactions between Lessor and Lessee.

7. **LEASE PAYMENT - INITIAL DEPOSIT.** The lease payments for the Equipment leased shall be in the amount designated in the payment schedule and shall commence on the indicated payment due date immediately following the Equipment acceptance date. Lessee shall pay Lessor said payments on or before the due date and at the office of Lessor or to such other person or place as Lessor may designate in writing. The Initial Deposit noted above is required upon acceptance of this Agreement, which shall be applied to the Advance Payments and to the Securitization Fee which is non-refundable and fully owned by Lessor upon Lessee's acceptance of this Agreement, each as noted above. In the event a lease is not commenced at the election of the Lessee, for any reason, or in the event that Lessee does not supply the diligence items required by Lessor, or should an event occur as described under Rental Adjustment herein, then the Initial Deposit will be forfeited by Lessee and retained by Lessor as partial compensation for expenses incurred in investigating the credit of the Lessee, other transaction costs and for general overhead expenses incurred by Lessor in the proposed transaction. This proposal is subject to receipt of final documentation and that Equipment/credit approval by Lessor.

8. **STATUTORY FINANCE LEASE.** Lessee agrees and acknowledges that it is the intent of both parties that the Lease shall qualify as a Statutory Finance Lease under Article 2A of the Uniform Commercial Code. Lessee acknowledges and agrees that Lessee shall select both: (1) the Equipment; and (2) the Supplier from whom Lessor is to purchase the Equipment. Lessee acknowledges that Lessor has not participated in anyway in Lessee's selection of the Equipment or of the Supplier, and Lessor has not selected, manufactured, or supplied the Equipment.

LESSEE ACCEPTANCE
 Authorized Signature X Date 7/22/05
 Pastor: Dennis Traylor/ Kimberly Saulsberry
 LESSOR ACCEPTANCE
 Authorized Signature X _____ Date _____

JUN-23-2005 01:29PM FROM:Dr. Norman L. Berkman 713-797-0481
Bank of America | ACCOUNT ACTIVITY | TRANSACTION IMAGE SEARCH

T-377 P.001/002 F-797
3 456 1 01 2



Online Ba

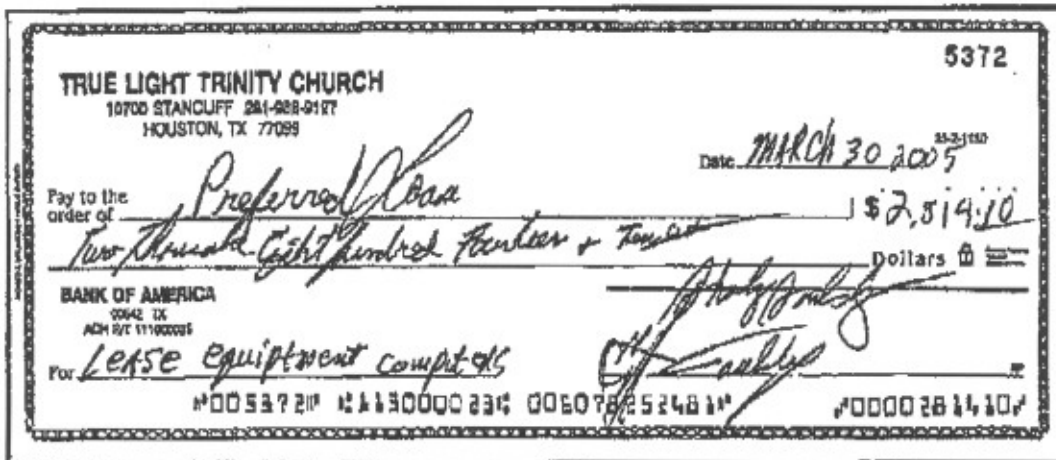
Search Locations Mail Help

Accounts Bill Pay & e-Bills Transfer Funds Investments Customer Service

Accounts Overview Account Activity Account Summary Find a Transaction

Check Image - Front

Posting Date: 04/27/2005 Check #: 5372 Amount: \$2,814.10
Reference: 88730564296 Account: DDA-2481 Nickname:



To print this page for reference purposes please use the print button on your browser or click "File" and "Print". If you are unable to view this item and require customer service to describe it to you, please call the customer service phone number located on your account statement. [More information about images and image availability.](#)

[View Front and Back](#) | [Return to Account Activity](#)

Stop writing checks and save \$53
Let's assume you pay 12 bills a month the old-fashioned way. Over the course of a year, that adds up to \$53 in stamps. Take advantage of Free Bill Pay today, and keep the \$53. It's on us.

Secure Area

Accounts • Bill Pay & e-Bills • Transfer Funds • Investments • Customer Service
Search • Locations • Mail • Help • Site Map • Sign Off

Bank of America, N.A. Member FDIC. Equal Housing Lender
© 2005 Bank of America Corporation. All rights reserved.

JUN-23-2005 01:29PM FROM-Dr. Norman L, Berkman

719-787-0461

T-377 P.002/002 F-797

04/25/05
 0260090695
 ENT-3562 TRC-3562 PK-01
 P1 P2 P3 P4 P5 P6 P7 P8 P9

0260090695 04/25/2005 0
 Bank of the West >121100782<
 131000038
 BANK OF AMERICA NA
 04/23/05