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| UNITED STATES BANKRUPTCY COURT DISTRICT OF <u>DELAWARE</u> | | PROOF OF CLAIM |
| Name of Debtor <u>ALC Holdings LLC</u> | | Case Number <u>11-13853</u> |
| NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503. | | |
| Name of Creditor (the person or other entity to whom the debtor owes money or property): <u>Wells Fargo Financial Leasing, Inc.</u> | | COURT USE ONLY |
| Name and address where notices should be sent: <u>800 Walnut Street</u> <u>MAC F4031-050</u> <u>Des Moines, IA 50309</u> | | <input checked="" type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: <u>01/06/2012</u> |
| Telephone number: <u>800-247-0032</u> email: _____ | | |
| Name and address where payment should be sent (if different from above): | | <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. |
| Telephone number: _____ email: _____ | | |
| 1. Amount of Claim as of Date Case Filed: \$ <u>13,340.35</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. | | |
| 2. Basis for Claim: <u>Lease Agreement</u> (See instruction #2) | | |
| 3. Last four digits of any number by which creditor identifies debtor: <u>2312 AMENDED</u> | 3a. Debtor may have scheduled account as: _____ (See instruction #3a) | 3b. Uniform Claim Identifier (optional): _____ (See instruction #3b) |
| 4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) | | Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____ |
| 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. | | |
| <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). | <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. §507 (a)(4). | <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). |
| <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). | <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). | <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). |
| *Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. | | |
| 6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6) | | |

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 US BANKRUPTCY COURT
 DISTRICT OF DELAWARE
 FILED
 Amount entitled to priority:

BMC

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor.
- (Attach copy of power of attorney, if any.) (See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Paige Behounek

Title: Loan Adjustor

Company: Wells Fargo Financial Leasing, Inc.

Address and telephone number (if different from notice address above):

(Signature)

1/17/12
(Date)

Telephone number:

email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

FMV LEASE AGREEMENT
TOSHIBA
 BUSINESS SOLUTIONS
 Michigan



This document is written in "Plain English." The words Lessee, you, and your refer to the customer. The words Lessor, we, us, and our refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

| | |
|--------------------|--------------------------|
| APPLICATION NUMBER | AGREEMENT NUMBER 001- |
|--------------------|--------------------------|

| | | | |
|---|-----------------------------------|------------------|-------------------|
| Legal Company Name: ALC Partners Inc | | Fed. Tax ID # | |
| Contact Person: | 800-To Phone: 248/428-8250 | 800-To Fax: | |
| Billing Address: 24555 Hallwood Ct | City: Farmington Hills | State: MI | Zip: 48335 |
| Equipment Location <i>If different than above:</i> | City: | State: | Zip: |

| | |
|-------------------------------------|--|
| Contact Name: Janis Keskinen | Subsidiary Location: 48678 Alpha Dr, Suite 100, Wixom, MI 48393 |
|-------------------------------------|--|

| ITEM DESCRIPTION | QTY | UNIT PRICE | TOTAL PRICE |
|---------------------------------------|-----|------------|-------------|
| Toshiba eStudio 3500C | | | CCI 612856 |
| MRS018, KD1019, GD1210, GC1250, Surge | | | |
| | | | |
| | | | |
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| | | | |
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See attached form (Schedule "A") for Additional Equipment 1st Pmt Due 8/31/07

| LEASE TERM & PAYMENT SCHEDULE | |
|---|---|
| Number of Payments: 60 | of \$ 547.85 (plus applicable taxes) |
| Security Deposit: \$ 0.00 | <input type="checkbox"/> Received |
| Documentation Fee: \$75.00 (included in first invoice) | |

Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value
2. Renew the Lease
3. Return Equipment

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

| LESSOR ACCEPTANCE | | | |
|----------------------------|-------------------------------|-------------------|----------------------|
| Toshiba Financial Services | Signature: <i>[Signature]</i> | Title: ECA | Date: 7/21/07 |

| CUSTOMER ACCEPTANCE | | | |
|--------------------------|-------------------------------|-------------------|----------------------|
| Name: Kevin Neval | Signature: <i>[Signature]</i> | Title: CAO | Date: 7/30/07 |

| PERSONAL GUARANTEE | | |
|---|-------------------------------|-------|
| <small>To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance, demand and of all other notices or demands of any kind in which the undersigned may be entitled. The undersigned consents to any extensions or modifications granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be released by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of the undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any right by law for any action between the parties.</small> | | |
| Print Name of 1st Guarantor: | Signature: <i>[Signature]</i> | Date: |
| Print Name of 2nd Guarantor: | Signature: <i>[Signature]</i> | Date: |

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TERMS AND CONDITIONS

1. **Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of such lease payments by not more than 15% due to changes in the equipment configurations which may occur prior to our acceptance of this lease. We will send you copies of any changes.
2. **Toshiba Quality Commitment:** The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions provider.
3. **Title to Equipment:** We own the Equipment and you have the right to use it under the terms of this Lease.
4. **Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, rescission or abatement for any reason whatsoever. All payments will be made to us in accordance with the applicable Schedule at our address or at such other place as we may designate in writing. Interest rate shall be in an amount equal to 1/30th of the monthly rental, multiplied by the number of days between rent commencement date and the first payment due date. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
5. **Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly return the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of this Agreement in the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
6. **WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABILITY. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND THIS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS." NO REPRESENTATION OR WARRANTY OF THIS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREUNDER. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.**
7. **Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code.
8. **Security Interest:** If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
9. **Use, Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
10. **Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes.
11. **Indemnity:** You will indemnify and hold us harmless from any and all liability, damages or loss, including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. This indemnity will survive the termination of this Lease.
12. **Risk of Loss; Insurance:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. We such loss or damage relieve you from the payment obligations under any Lease. You will keep the Equipment insured against all risks of loss or damage for not less than the replacement cost of the Equipment naming us as additional insured and loss payee. You will also carry public liability insurance naming us as additional insured. Upon request, you will provide us a certificate or other evidence of insurance acceptable to us. Should you fail to provide proof of insurance prior to commencement of this agreement, we reserve the right to enroll you in our property damage coverage program and bill you a monthly property damage surcharge of up to .0035 of the equipment cost for your failure to provide proof of insurance as required under this agreement. This charge will cover in part our administrative costs, credit risk and other costs and may include a profit, if any of the Equipment is lost, stolen or damaged you will, at your option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us or (b) pay us the sum set forth in the Remedies section.
13. **Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon notice you will reimburse us for all costs incurred by us to perform such obligations.
14. **Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
15. **Default:** You will be in default under this Lease if: (a) we do not receive any payment due under that Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in the Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interests or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
16. **Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay (1) all amounts due and payable by you or accrued under this Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law), and (3) (4) the amount of any purchase option and, if same is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (b) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(f) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 6% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession.
17. **Purchase Option:** At the end of the Term provided you are not in default, and upon 30 days' prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment plus applicable sales and other taxes.
18. **Automatic Renewal:** This Lease will automatically continue on a month-to-month basis unless cancelled by either party upon 30 days' prior written notice from you, and you shall pay us the same lease payments and lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
19. **Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the Equipment to any localities we may designate in the continental United States. The Equipment must be returned in "Average Suitable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Suitable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
20. **Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, offset, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights hereunder or any Equipment subject to this Lease without our prior written consent.
21. **Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the amount of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
22. **Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefits caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
23. **Governing Law:** Both parties agree to waive all rights to a jury trial. This Master Agreement and each schedule shall be governed by the laws of Minnesota. You consent to the jurisdiction and venue of the Federal and State Courts in Minnesota.
24. **Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of this Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence.

LEASE WITH MAINTENANCE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

TOSHIBA

BUSINESS SOLUTIONS

Michigan

This document is written in "Plain English." The words Lessee, you, and your refer to the customer. The words Lessor, we, us, and our refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

APPLICATION NUMBER

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

| | | | |
|---|------------------------------------|------------------|-------------------|
| Legal Company Name: ALC Partners Inc | | Fed. Tax ID #: | |
| Contact Person: Kim Jones | Bill-To Phone: 248/426-8250 | Bill-To Fax: | |
| Billing Address: 24555 Hallwood Ct | City: Farmington Hills | State: MI | Zip: 48335 |
| Equipment Location (if different than above): | City: | State: | Zip: |

TBS LOCATION

| | |
|-------------------------------------|--|
| Contact Name: Janis Keskinen | Subsidiary Location: 48679 Alpha Dr, Suite 100, Wixom, MI 48393 |
|-------------------------------------|--|

EQUIPMENT WITH CONSOLIDATED MINIMUMS

| ITEM DESCRIPTION | SERIAL NUMBER | STARTING METER |
|--|---------------------|----------------|
| 1. Toshiba eStudio 2500C, KD1019, GD1210, MR3018, GC1250 | CBK615629 | C-24 B-154 |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | 1st Pmt Due 2/19/07 | |

LEASE TERM & PAYMENT SCHEDULE

| | | | |
|---|--|---|---|
| Number of Payments: 60 | of \$ 690.00 | (plus applicable taxes) | End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing. <ol style="list-style-type: none"> 1. Purchase the Equipment at Fair Market Value 2. Renew the Lease 3. Return Equipment |
| Security Deposit: \$ 0.00 | <input checked="" type="checkbox"/> Received | | |
| Payment includes: 4,700 | B&W Images Per Month | Excess Images at \$ 0.0100 Per B&W Image | |
| Payment includes: 4,000 | Color Images Per Month | Excess Images at \$ 0.0555 Per Color Image | |
| Excess Images Billed: | <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly | | |
| Documentation Fee: \$75.00 (included in First Invoice) | Lease payment period is monthly unless otherwise indicated. | | |

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

| | | | |
|----------------------------|---------------------------------|-------------------|----------------------|
| Toshiba Financial Services | Signature: <i>X [Signature]</i> | Title: ECA | Date: 1/19/07 |
|----------------------------|---------------------------------|-------------------|----------------------|

CUSTOMER ACCEPTANCE

| | | | |
|-----------------------------------|---------------------------------|-------------------|----------------------|
| First Name: Janis Keskinen | Signature: <i>X [Signature]</i> | Title: CEO | Date: 1/15/07 |
|-----------------------------------|---------------------------------|-------------------|----------------------|

PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

| | | |
|------------------------------|---------------------|-------|
| Print Name of 1st Guarantor: | Signature: <i>X</i> | Date: |
| Print Name of 2nd Guarantor: | Signature: <i>X</i> | Date: |

TERMS AND CONDITIONS

- Lease Agreement:** You agree to lease from us the equipment described under "ITEM DESCRIPTION" and on any attached Schedule (hereinafter, with all replacement parts, repairs, additions and accessories, referred to as the "Equipment") and as modified by Supplements to this Lease from time to time signed by you and us. You authorize us to insert or correct missing information on this Lease, including your accurate legal name, serial numbers and any other information describing the Equipment. You authorize us to change the amount of each lease payment by not more than 15% due to changes in the equipment configuration which may occur prior to our acceptance of this lease. We will send you copies of any changes.
- Toshiba Quality Commitment:** The Toshiba Equipment is covered by the terms of the Toshiba Quality Commitment, a copy of which may be obtained from your Toshiba Business Solutions provider.
- Title to Equipment:** We own the Equipment and you have the right to use it under the terms of this Lease.
- Lease Commencement:** This Lease will commence upon your acceptance of the applicable Equipment. When you receive the Equipment, you agree to inspect it and verify your acceptance by telephone or, at our request, by delivery of written evidence of acceptance satisfactory to us. Upon acceptance, your obligations under this Lease will become absolute and unconditional, and are not subject to cancellation, reduction or setoff for any reason whatsoever. All payments will be made to us in accordance with this Lease at our address or at such other place as we may designate in writing. For any payment that is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$22 (not to exceed the maximum allowed by law) as reasonable collection costs.
- Security Deposit:** The security deposit is non interest bearing and is to secure your performance under this Agreement. Any security deposit made may be applied by us to satisfy any amount owed by you, in which event you will promptly restore the security deposit to its full amount as set forth above. If all conditions are fully completed with and provided you have not ever been in default of this Agreement per the Default section, the security deposit will be refunded to you after the return of the equipment in accordance with the Return of Equipment section.
- Image Charges:** Each month during the Term of this Lease, you agree to remit to us the Lease Payment and all other sums when due and payable to the address we provide to you from time to time. In return for the Lease Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You also agree to pay us the Excess Per Image Charge for each metered Image that exceeds the applicable Minimum Number of Images. We reserve the right to estimate the number of images used if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never remit to us less than the Payment each month. You agree that we reserve the right to increase the Lease Payment and/or the Excess Per Image Charge each year during the Term of the Schedule by an amount not to exceed ten percent (10%) of the Lease Payment and/or the Excess Per Image Charge in effect at the end of the prior annual period. At our option, you will (a) provide us by telephone or facsimile the actual meter readings when requested by us, (b) allow us (or our agent) access to the Equipment to obtain meter readings, or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit the automatic meter reading device periodically. If you have a dispute with TBS, you continue to pay us all Lease Payments and Excess Per Image Charges without deductions or withholding any amounts.
- Maintenance, Service and Supplies:** TBS agrees to provide Full Service Maintenance during normal business hours including all toner, developer and parts necessary to produce images. You must purchase paper and staples separately. You acknowledge that (a) we are not responsible for any service, repair or maintenance of the Equipment and (b) we are not a party to any service maintenance agreement. You agree to pay for service maintenance outside of the TBS's normal business hours and for service required by your negligence or misuse of the Equipment at TBS's customary rates. We may charge you a supply freight fee to cover our cost of shipping supplies to you.
- WARRANTY DISCLAIMER: WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE. YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT AND TBS BASED UPON YOUR OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU LEASE THE EQUIPMENT "AS IS," NO REPRESENTATION OR WARRANTY OF TBS WITH RESPECT TO THE EQUIPMENT WILL BIND US, NOR WILL ANY BREACH THEREOF RELIEVE YOU OF ANY OF YOUR OBLIGATIONS HEREBY. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR ANY DEFAULT BY US UNDER THIS LEASE.**
- Statutory Finance Lease:** You agree that this Lease qualifies as a statutory finance lease under Article 2A of the Uniform Commercial Code. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (sections 508-522) of the Uniform Commercial Code.
- Security Interest:** If this Lease is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all your obligations under this Lease.
- Use, Maintenance and Repair of Equipment: YOU WILL USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES.** You will not move the Equipment from the equipment location listed in this agreement or on the schedule without our advance written consent. You will give us reasonable access to the Equipment so that we can check the Equipment's existence, condition and proper maintenance. At your cost, you will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. You will not make any permanent alterations to the Equipment. You will keep the Equipment free and clear of all liens. You assign to us all of your rights, but none of your obligations, under any purchase agreement for the Equipment. We assign to you all our rights under any TBS warranties, so long as you are not in default.
- Taxes and Lease Charges:** You agree to pay all taxes, costs and expenses incurred by us as a consequence of the ownership, sale, lease or use of the Equipment, including all sales, use and documentary stamp taxes.
- Indemnity:** You will indemnify and hold us harmless from any and all liability, damages or loss, including reasonable attorney's fees, arising out of the ownership, use, condition or possession of the Equipment, except to the extent directly caused by our gross negligence or willful misconduct. This indemnity will survive the termination of this Lease.
- Risk of Loss; Insurance:** You are responsible for the risk of loss or for any destruction of or damage to the equipment. No such loss or damage relieves you from the payment obligations under any Lease. You will keep the Equipment insured against all risks of loss or damage for not less than the replacement cost of the Equipment naming us as additional insured and loss payee. You will also carry public liability insurance naming us as additional insured. Upon request, you will provide us a certificate of other evidence of insurance acceptable to us. Should you fail to provide proof of insurance prior to commencement of this agreement, we reserve the right to enroll you in our property damage coverage program and bill you a monthly property damage surcharge of up to .0035 of the equipment cost for your failure to provide proof of insurance as required under this agreement. This charge will cover in part our administrative costs, credit risk and other costs and may include a profit. If any of the Equipment is lost, stolen or damaged you will, at our option and cost, either (a) repair the item or replace the item with a comparable item reasonably acceptable to us or (b) pay us the sum set forth in the Remedies section.
- Right to Perform:** If you fail to comply with any provision of this Lease, we may, at our option, perform such obligations on your behalf. Upon invoice you will reimburse us for all costs incurred by us to perform such obligations.
- Representations:** (a) You represent and warrant to us that (1) you have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on your behalf, (3) you will provide us such financial information as we may reasonably request from time to time, (4) all financial information provided (or to be provided) is (or will be) accurate and complete in all material respects, (5) you will promptly notify us in writing if you move your principal place of business or there is a change in your name, state of formation, or ownership, and (6) you will take any action we reasonably request to protect our rights in the Equipment. (b) We represent and warrant to you that (1) we have the lawful power and authority to enter into this Lease, and (2) the individuals signing this Lease have been duly authorized to do so on our behalf.
- Default:** You will be in default under this Lease if: (a) we do not receive any payment due under this Lease within ten (10) days after its due date, (b) you fail to meet any of your obligations in this Lease (other than payment obligations) and do not correct such default within 10 days after we send you written notice of such default, (c) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interests or assets, stop doing business, or assign rights or property for the benefit of creditors, (d) a petition is filed by or against you under any bankruptcy or insolvency law, (e) any representation made by you is false or misleading in any material respect, or (f) you default on any other agreement with us or our assigns.
- Remedies:** If you are in default, we may, at our option, do any or all of the following: (a) retain your security deposit, if any, (b) terminate this Lease, (c) require that you pay (1) all amounts due and payable by you or accrued under each Lease, plus (2) the present value of all remaining payments to become due under this Lease (discounted at 6% or the lowest rate allowed by law), and (3) (i) the amount of any purchase option and, if none is specified, 20% of the original equipment cost, which represents our anticipated residual value in the Equipment or (ii) return the Equipment to a location designated by us and pay to us the excess, if any, of the amount payable under clause 3(i) above over the Fair Market Value of the returned Equipment as determined by us in our reasonable discretion, (d) recover interest on any unpaid balance at the rate of 8% per annum, and (e) exercise any other remedies available to us at law or in equity. You agree to pay our reasonable attorney's fees and actual court costs including any cost of appeal. If we have to take possession of the Equipment, you agree to pay the cost of repossession.
- Purchase Option:** At the end of this Term provided you are not in default, and upon 30 days' prior written notice from you, you will either (a) return all the Equipment, or (b) purchase all the Equipment as is, without any warranty to condition, value or title for the Fair Market Value of the Equipment plus applicable sales and other taxes.
- Automatic Renewal:** This Lease will automatically continue on a month-to-month basis unless cancelled by either party upon 30 days' prior written notice from you, and you shall pay us the same lease payments and lease charges as applied during the Term until the Equipment is returned to us or you pay us the applicable purchase price (and taxes).
- Return of Equipment:** If (a) a default occurs, or (b) you do not purchase the Equipment at the end of the Term pursuant to a stated purchase option, you will immediately return the Equipment to any location(s) we may designate in the continental United States. The Equipment must be returned in "Average Saleable Condition" and properly packed for shipment in accordance with our recommendations or specifications, freight prepaid and insured. "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party, other than you, without the need for any repair or refurbishment. All Equipment must be free of markings. You will pay us for any missing or defective parts or accessories.
- Assignment:** We may, without your consent, assign or transfer any Equipment or this Lease, or any rights arising under this Lease, and in such event our assignee or transferee will have the rights, power, privileges and remedies of lessor hereunder, but none of the obligations. Upon such assignment you agree not to assert, as against our assignee, any defense, setoff, recoupment, claim or counterclaim that you may have against us. You will not assign, transfer or sublease this Lease or any rights thereunder or any Equipment subject to this Lease without our prior written consent.
- Personal Property Tax (PPT):** You agree at our discretion to (a) reimburse us annually for all personal property and similar taxes associated with the ownership, possession or use of the Equipment or (b) remit to us each billing period our estimate of the prorated equivalent of such taxes. You agree to pay us an administrative fee for the processing of such taxes.
- Tax Indemnity:** You agree to indemnify us for the loss of any income tax benefit caused by your acts or omissions inconsistent with our entitlement to certain tax benefits as owner of the Equipment.
- Governing Law:** Both parties agree to waive all rights to a jury trial. This Master Agreement and each schedule shall be governed by the laws of Minnesota. You consent to the jurisdiction and venue of the Federal and State Courts in Minnesota.
- Miscellaneous:** This Lease contains the entire agreement between you and us and may not be modified except as provided therein or in writing signed by you and us. We will not accept payment in cash. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege. Notices must be in writing and will be deemed given five days after mailing to your or our mailing address. If a court finds any provision of this Lease to be unenforceable, all other terms of this Lease will remain in effect and enforceable. You agree that any delay or failure to enforce our rights under this Lease do not prevent us from enforcing any rights at a later time. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Time is of the essence.
- Transition Billing:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the first Lease Payment date of this Lease will be the twenty-fifth (25th) day of the month following installation. You agree to pay a prorated amount for the period between the installation date and this date. This payment for the transition period will be based on the Lease Payment prorated on a 30-day calendar month and will be added to your first invoice.

TBS OBLIGATIONS FOR MAINTENANCE AND SUPPLIES

- TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls.
- TBS will make all service calls under this Lease during normal business hours on the Equipment. If service at time other than during TBS's normal business hours is furnished upon your request, you will be charged at TBS's customary rates.
- TBS will not be obligated to provide service or repairs made necessary by carelessness of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual), abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty, or to repairs made necessary as a result of service by personnel not authorized by TBS or the use of supplies other than those provided by TBS. Separate charges for repairs or parts replacements due to the foregoing shall be borne by you, at TBS's customary rates.
- Except as provided below, TBS will replace all covered parts, consumables and supply items without charge. You agree to replace any parts, consumables and supply items as a result of carelessness on the part of the operator, accident, misuse (including failure to follow the manufacturer's published operating manual), abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, fire, water, or other casualty. You must purchase any replacement parts, consumables and supply items as a result of the foregoing from TBS at customary rates.
- If you are in default under this Lease, TBS has the right to deny performing service and/or supplying any products.
- Under this Lease, TBS's liability with respect to any property damage or injury (including death) to persons arising out of or connected with service performed under this Lease is strictly limited to that imposed by law and there is no contract imposing any greater degree of liability.
- Title to all supplies furnished hereunder including toner and toner bags remains with TBS until you consume said supplies to the extent they may not be further utilized in the image-making process.
- You agree to use the supplies provided at "no charge" on the Equipment. You will not take designated supplies from Equipment to be used in any other equipment not covered by this Lease. Should any operator remove supplies from any Equipment to be used in any other equipment not covered by this Lease, you agree to purchase additional supplies from TBS.
- Stated supply line yields represent 100% of manufacturer's stated yields based on standard "letter size" copies with 6% image coverage. At the end of each annual period or billing cycle, you will be billed for any toner used in excess of that required based on yields stated above.

Assignment

From: Toshiba Business Solutions MI ("Seller")

To: Wells Fargo Financial Leasing, Inc. ("Wells Fargo")

Underlying program agreement between Seller and Wells Fargo: Title: Toshiba National Agreement
Effective Date: June 29, 2005

Contract Information

Title of contract relating hereto: Lease with Maintenance Agreement

Customer Name: ALC Partners Inc.

Date of contract (date executed by Seller or its assignor): January 19, 2007

Contract #: 5688-

"Purchase Price" (as defined in underlying agreement): \$ 15,921.81

1. **Definitions.** Capitalized terms not defined herein shall have the same meanings as set forth in the above-described underlying program agreement by and between Seller and Wells Fargo, as the same may have been amended from time to time (the "Agreement").

2. **Sale/Assignment.** This Assignment (this "Assignment") is effective as of 1/19/2007 and is entered into in connection with and subject to the terms of the Agreement, which is hereby incorporated by reference herein. In consideration of Wells Fargo's payment of the Purchase Price to Seller, the receipt of which is hereby acknowledged by Seller:

(1) Seller hereby sells, assigns, transfers and sets over unto Wells Fargo, free and clear of all liens and other encumbrances, and without recourse (except as otherwise provided herein below), all of Seller's rights and interests in and to all of the payment receivables with respect to the contract referenced above (the "Contract"), and

(2) as security for the performance by the above-referenced customer-debtor (the "Customer") of its obligations under the Contract and the Seller's performance of its obligations to Wells Fargo under the Agreement, Seller hereby grants to Wells Fargo a lien on and security interest in, and assigns to Wells Fargo as collateral, all other rights, title and interests of Seller under or with respect to the Contract, including, without limitation, (a) if the Contract is in the nature of a lease or rental agreement, Seller's ownership interests and residual interests in the personal property (the "Property") leased or rented (or otherwise financed) by the lessee thereunder, Seller's lease/rental renewal rights, and all of Seller's rights and interests relating to the lessee's purchase option, if any, (b) Seller's security interest (if any) in the related Property, (c) all other security and collateral given by the Customer to Seller relating to the Contract, (d) all policies and programs of property, casualty and liability insurance, if any, covering Seller's interests (as "loss payee," "additional insured" or otherwise) in the Property, (e) all invoices, guarantees, certificates of delivery and acceptance of the Property, and all other documents relative thereto, and (f) the proceeds of all of the foregoing. Seller hereby authorizes Wells Fargo to file such Uniform Commercial Code financing statements and similar documents (in Seller's name or otherwise) as Wells Fargo may deem necessary or desirable in order to give public notice of and/or perfect any such conveyance and/or security interest.

This sale and assignment does not include a transfer to, and shall not be deemed to constitute an assumption by, Wells Fargo of any obligations of Seller with respect to any Contract.

3. **Miscellaneous.** Seller hereby represents and warrants to Wells Fargo, its successors and assigns, that all information set forth in this Assignment is true and correct. This Assignment, together with the provisions of the Agreement, represents the entire agreement between the parties as to the subject matter hereof, and supersedes all prior oral and written negotiations, agreements and understandings. No modification or addition to this Assignment shall be effective unless it is in a writing signed by Seller and an executive officer of Wells Fargo. A facsimile or other copy of this Assignment shall have the full force and effect of the original.

Seller:

By: Betty Burns

Print: Betty Burns

Its: ECA

Assignment

From: Toshiba Business Solutions MI ("Seller")

To: Wells Fargo Financial Leasing, Inc. ("Wells Fargo")

Underlying program agreement between Seller and Wells Fargo: Title: Toshiba National Agreement
Effective Date: June 29, 2005

Contract Information

Title of contract relating hereto: FMV Lease Agreement

Customer Name: ALC Partners Inc.

Date of contract (date executed by Seller or its assignor): July 31, 2007

Contract # 1312

"Purchase Price" (as defined in underlying agreement): \$ 26,594.66

1. **Definitions.** Capitalized terms not defined herein shall have the same meanings as set forth in the above-described underlying program agreement by and between Seller and Wells Fargo, as the same may have been amended from time to time (the "Agreement").

2. **Sale/Assignment.** This Assignment (this "Assignment") is effective as of 7/31/2007 and is entered into in connection with and subject to the terms of the Agreement, which is hereby incorporated by reference herein. In consideration of Wells Fargo's payment of the Purchase Price to Seller, the receipt of which is hereby acknowledged by Seller:

(1) Seller hereby sells, assigns, transfers and sets over unto Wells Fargo, free and clear of all liens and other encumbrances, and without recourse (except as otherwise provided herein below), all of Seller's rights and interests in and to all of the payment receivables with respect to the contract referenced above (the "Contract"), and

(2) as security for the performance by the above-referenced customer-debtor (the "Customer") of its obligations under the Contract and the Seller's performance of its obligations to Wells Fargo under the Agreement, Seller hereby grants to Wells Fargo a lien on and security interest in, and assigns to Wells Fargo as collateral, all other rights, title and interests of Seller under or with respect to the Contract, including, without limitation, (a) if the Contract is in the nature of a lease or rental agreement, Seller's ownership interests and residual interests in the personal property (the "Property") leased or rented (or otherwise financed) by the lessee thereunder, Seller's lease/rental renewal rights, and all of Seller's rights and interests relating to the lessee's purchase option, if any, (b) Seller's security interest (if any) in the related Property, (c) all other security and collateral given by the Customer to Seller relating to the Contract, (d) all policies and programs of property, casualty and liability insurance, if any, covering Seller's interests (as "loss payee," "additional insured" or otherwise) in the Property, (e) all invoices, guarantees, certificates of delivery and acceptance of the Property, and all other documents relative thereto, and (f) the proceeds of all of the foregoing. Seller hereby authorizes Wells Fargo to file such Uniform Commercial Code financing statements and similar documents (in Seller's name or otherwise) as Wells Fargo may deem necessary or desirable in order to give public notice of and/or perfect any such conveyance and/or security interest.

This sale and assignment does not include a transfer to, and shall not be deemed to constitute an assumption by, Wells Fargo of any obligations of Seller with respect to any Contract.

3. **Miscellaneous.** Seller hereby represents and warrants to Wells Fargo, its successors and assigns, that all information set forth in this Assignment is true and correct. This Assignment, together with the provisions of the Agreement, represents the entire agreement between the parties as to the subject matter hereof, and supersedes all prior oral and written negotiations, agreements and understandings. No modification or addition to this Assignment shall be effective unless it is in a writing signed by Seller and an executive officer of Wells Fargo. A facsimile or other copy of this Assignment shall have the full force and effect of the original.

Seller:

By: Betty Burns

Print: Betty Burns

Its: ECA

Itemization

Lessee Name: ALC PARTNERS, INC.

Account Numbers: xxx-xxx2312 and xxx-xxx5688

| | |
|------------------------------|--------------------|
| Receivable Balance | \$ 8,732.31 |
| Insurance | \$----- |
| Personal Property Tax | \$ 144.04 |
| Miscellaneous Charges | \$----- |
| Late Charges | \$ 178.08 |
| Default Interest | \$----- |
| Residual | \$ 4,285.92 |
| Security Deposit | \$----- |
| Total Amount of Claim | \$13,340.35 |
| | |
| Pre -Petition amount | \$ 2,793.41 |

FedEx Express US Airbill

8697 4815 6872

0200

FedEx Retrieval Copy

1 From

Sender's FedEx Account Number

Sender's Name

Sender's Address

Sender's City

Sender's State

Sender's ZIP

Sender's Phone

Sender's Fax

2 To

Recipient's Name

Recipient's Address

Recipient's City

Recipient's State

Recipient's ZIP

Recipient's Phone

Recipient's Fax

3 Package Description

Quantity

Weight

Dimensions

Value

Insurance

Signature

Special Handling

Other

4 Billing Reference

Internal Reference

Invoice Number

Order Number

Contract Number

Account Number

Product Code

Service Code

Package Code

Package Weight

Package Dimensions

Package Value

Package Insurance

Package Signature

Package Special Handling

Package Other

Package Date

Package Time

Package Location

5 Signature

Sender's Signature

Recipient's Signature

Third Party Signature

Credit Card Signature

Cashier/Check Signature

Other Signature

Signature Date

Signature Time

Signature Location

Signature Other

Signature Date

Signature Time

Signature Location

Signature Other

Signature Date

Signature Time

Signature Location

Signature Other

6 Address

Sender's Address

Recipient's Address

Third Party Address

Credit Card Address

Cashier/Check Address

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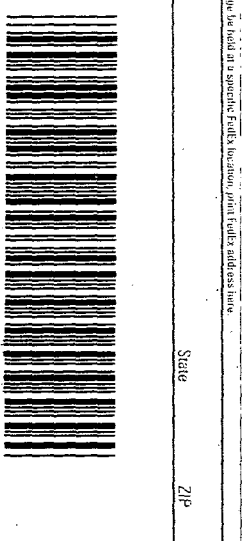
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- 4a Express Package Service
 - 1 FedEx Priority Overnight
 - 2 FedEx 2Day
 - 3 Second Business Day™ Thursday
 - 4 FedEx Home Delivery
 - 5 FedEx Standard Overnight
 - 6 FedEx 1st Overnight
 - 7 FedEx 2Day Freight
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 - 20 FedEx Express Cover
- 4b Express Freight Service
 - 1 FedEx 1Day Freight
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- 5 Packaging
 - 1 FedEx Envelope*
 - 2 FedEx Pak*
 - 3 FedEx Small Pak*
 - 4 FedEx Box
 - 5 FedEx Tube
 - 6 FedEx Mailer
 - 7 FedEx Mailbox
 - 8 FedEx Mailbox Plus
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- 6 Special Handling
 - 1 SAT/URDAY delivery
 - 2 HOLIDAY delivery
 - 3 Signature required
 - 4 Signature required - Adult only
 - 5 Signature required - Restricted
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- 7 Payment Bill to
 - 1 Sender
 - 2 Recipient
 - 3 Third Party
 - 4 Credit Card
 - 5 Cash/Check
 - 6 Other
- 8 Residential Delivery Signature Options
 - 1 No Signature
 - 2 Restricted Signature
 - 3 Adult Signature
 - 4 Restricted Signature - Adult only
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RECEIVED
JAN 29 6 2012
PMC GROUP

