B 10 (Official Form 10) (12/11)

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: CLA Hold LLC dba ALC-PARTNER II, LLC	Case Number: 11-13853-MFW	
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): General Electric Capital Corporation		COURT USE ONLY
Name and address where notices should be sent: GE Capital - C/O Barbi Martin, 1010 Thomas Edison Blvd, Cedar Rapids, Ia 52404. Telephone number: (319) 841-7333 email: barbi.martin@ge.com	RECEIVED APR 12 2012 BMC GROUP	❒ Check this box if this claim amends a previously filed claim. Court Claim Number:_____ (*If known*) Filed on:_____
Name and address where payment should be sent (if different from above): PNC Bank - GECC/Vendor Lockbox, P.O. Box 642555, Pittsburgh, PA 15264-2555. Telephone number: email:		❒ 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.

1. Amount of Claim as of Date Case Filed: $ 35,088.10

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.

❒ 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: Copier Contract
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as:	3b. Uniform Claim Identifier (optional):
9 0 0 1	Toshiba Financial Services (See instruction #3a)	(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: ❒ Real Estate ❒ Motor Vehicle ☑ Other
Describe:

Value of Property: $ 35,088.10

Annual Interest Rate _____% ❒ Fixed or ❒ 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: UCC

Amount of Secured Claim: $ 35,088.10

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.

❒ Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).

❒ 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).

❒ Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).

❒ 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).

❒ Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).

❒ Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(__).

Amount entitled to priority:
$_____

ALC Holdings
00212

**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)

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. (Attach copy of power of attorney, if any.) ☐ I am the trustee, or the debtor, or their authorized agent. (See Bankruptcy Rule 3004.) ☐ I am a guarantor, surety, indorser, or other codebtor. (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: Barbi Martin
Title: Litigation Specialist
Company:
Address and telephone number (if different from notice address above):

Telephone number: email:

Barbi Martin 04/10/2012
(Signature) (Date)

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.

ACCOUNT NAME:	ALC-PARTNER II, LLC
ACCOUNT SCHEDULE	7524659-001 BALANCE DUE SUMMARY
By:	Patricia Poel
Case:	62151
Petition Date:	12/8/2011

A. OPEN/ACCRUED ITEMS:

# Months Billed	3	11/25/2011, 1/25/2012, 3/25/2012		
Next Unbilled Payment Due Date:	4/25/2012			
	Monthly Unit Cost		No. Months	Aggregate
1) REGULAR PAYMENT	364.91	X	1	364.91
1) SALES/USE TAX	21.89	X	1	21.89
1) S&M FEES	1,766.50	X	2	3,533.00
2) LATE CHARGES	157.61	X	2	315.22
3) SER & MAINT TAX	105.99	X	2	211.98
	PRE-PETITION DUE			4,447.00
1) REGULAR PAYMENT	3,152.12	X	2	6,304.24
2) SALES/USE TAX	189.13	X	2	378.26
	POST-PETITION DUE			6,682.50

B. PROPERTY TAX CHARGES:

Unit Cost	No. Months	Aggregate
		0.00

C. REMAINING AMOUNTS DUE:

Months Remaining after Past due :

$3,152.12	X	5

1. Remaining Payments Equipment Rental Charges:	
2. Remaining Payments Sales Tax:	1,356.15
3. Rental Stream Present Value @ 6% from Remaining Payments:	15,526.92
4. Residual:	7,075.53
5. Guaranteed Purchase Option:	0.00
TOTAL REMAINING PAYMENTS/PETITION:	23,958.60

D. TOTAL TRANSACTION TERMS:

Months	60	Planned End Date:	8/25/2012

D. Equipment

1. Equipment Sale Proceeds:	0.00
2. Letter of credit cashed:	0.00
3. Repossession/Resale Expenses:	0.00
GRAND TOTAL INCLUDING RESIDUAL	35,088.10

(This total does not include applicable legal fees which will be charged to the lessee)

Equipment description:

SEE DOCS

NOTIFICATION OF ASSIGNMENT

February 1, 2012

Alc-partner Ii, Llc
ATTN: OFFICE MANAGER
24555 Hallwood Ct
Farmington Hills,MI 48335

RE: Equipment Contract by and between TOSHIBA FINANCIAL and Office Manager dated 07/31/07, Account No. 7524659-001 (the "Contract")

Dear Customer:

Please be advised that TOSHIBA FINANCIAL SERVICES ("TOSHIBA FINANCIAL") sold and assigned to General Electric Capital Corporation ("GE Capital") all of TOSHIBA FINANCIAL's right, title and interest in and to (1) the Contract and all rights and remedies thereunder,(2) the equipment subject to the Contract, and (3) all payments due and to become due under Contract.

TOSHIBA FINANCIAL did not transfer any of TOSHIBA FINANCIAL's obligations under the Contract. All correspondence and questions regarding maintenance and performance of the equipment should be directed to your TOSHIBA FINANCIAL representative. Under the terms of the Contract, you are required to remit Rent and all the other payments even if you have an issue with the servicing dealer concerning maintenance, service, or supplies.

Please acknowledge your receipt of this Notice of Assignment ("Notice") in the space provided below and return a copy to GE Capital at 1010 Thomas Edison Boulevard SW, Cedar Rapids, IA 52404, Attn: Alesia Burgess.

In the event that you do not acknowledge and return this Notice within ten (10) days of the above date, GE Capital shall assume you have read and agreed with the information contained herein and will remit to GE Capital all payments due and to become due under the Contract.

Sincerely,

TOSHIBA FINANCIAL SERVICES

_____

ACKNOWLEDGED THIS _____ DAY OF _____,20__.

By: _____

Name and Title: _____

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
	7524659-001

CUSTOMER CONTACT INFORMATION

Legal Company Name: **ALC Partners II, LLC.**		Fed. Tax ID #: **912173960**	
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 720 - GM2040, KN1017, MJ1027, MJ6003, MP4004,Surge**	CRC715857	281
2. **Toshiba eStudio 3510c-GC1250,KD1019,KN3500,MJ1101,MJ6101,MR3018,Surge**	CVI611730	C-24 B-185
3. **Toshiba eStudio 3510c-GC1250,KD1019,KN3500,MJ1101, MJ6101,MR3018,Surge**	CVI611734	C-21 B-179
4. **3 - eCopy Scan Stations**		
5.		

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: **60**	of $ **4,162.12**	(plus applicable taxes)	
Security Deposit: $ **0.00**	☐ Received		
Payment Includes: **12,000**	B&W Images Per Month	Excess Images at $ **See Pool**	Per B&W Image
Payment Includes: **20,000**	Color Images Per Month	Excess Images at $ **See Pool**	Per Color Image
Excess Images Billed:	☐ Monthly ☒ Quarterly		
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:	Title:	Date: 7/31/07

CUSTOMER ACCEPTANCE

First Name: Kevin	Signature:	Title: CAO	Date: 7.30.07

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:	Date:
Print Name of 2nd Guarantor:	Signature.	Date.

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 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.
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, 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.
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 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
6. **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
7. **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
8. **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 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.**
9. **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
10. **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
11. **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
12. **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
13. **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
14. **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 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
15. **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
16. **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
17. **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.
18. **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.
19. **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.
20. **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).
21. **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
22. **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.
23. **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
24. **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.
25. **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.
26. **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
27. **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

1. TBS will provide inspections as required, which may be made in conjunction with regular or emergency service calls
2. 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
3. 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
4. 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
5. If you are in default under this Lease, TBS has the right to deny performing service and/or supplying any products
6. 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.
7. 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.
8. 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
9. Stated supply item 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.

Michigan Department of State - Uniform Commerical Code

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UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Kara Golden

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Diligenz, Inc
6500 Harbour Hts Pkwy
Suite 400
Mukilteo WA 98275

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a ORGANIZATION'S NAME: ALC- PARTNER II, LLC

OR

1b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c MAILING ADDRESS: 24555 Hallwood Ct | CITY: Farmington Hills | STATE: MI | POSTAL CODE: 48335 | COUNTRY: US

1d SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e TYPE OF ORGANIZATION: Limited Liability Corp | 1f. JURISDICTION OF ORGANIZATION: MI | 1g ORGANIZATIONAL ID #, if any: B4056L | ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a ORGANIZATION'S NAME

OR

2b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g ORGANIZATIONAL ID #, if any | ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a ORGANIZATION'S NAME: Toshiba Financial Services

OR

3b INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c MAILING ADDRESS: 1961 Hirst Drive | CITY: Moberly | STATE: MO | POSTAL CODE: 65270 | COUNTRY: US

4. This FINANCING STATEMENT covers the following collateral:

All Equipment, described herein or otherwise, leased to or financed for the Debtor by Secured Party under that certain Lease with Maintainence Agreement No. 7524659-001 including all accessories, accessions, replacements, additions, substitutions, add-ons and upgrades thereto, and any proceeds therefrom.

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) | 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
Moberly - EFS 7524659001 [28121121]

Barbi Martin
GE Capital
barbi.martin@ge.com

Hello,

Please mail back confirmation of receipt. Your time is appreciated.

Thank you,

Barbi

Barbi Martin
GE Capital
Bankruptcy Specialist–Litigation Department
Phone: 319-841-7333 Fax: 866-577-4698
Email: barbi.martin@ge.com

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