

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELEWARE

PROOF OF CLAIM
WWR# 7653920

Name of Debtor:
Alset Owners LLC, dba Setla LLC

Case Number:
09-11960

NOTE: This form should not be used to make a claim for administrative expenses arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom Debtor owes money or property):
CIT TECHNOLOGY FINANCING SERVICES, INC.

Name and addresses where notices should be sent:
WELTMAN, WEINBERG & REIS, CO.
175 S. THIRD ST., SUITE 900
COLUMBUS, OHIO 43215
Telephone number:
(614) 228-7272 (WWR)

Check this box to indicate that 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):
CIT TECHNOLOGY FINANCING SERVICES, INC.
10201 CENTURION PKWY N. #100
JACKSONVILLE, FL 32256
Telephone number:
(904) 620-7635

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
 Check this box if you are the debtor or trustee in this case.

1. Amount Of Claim At Time Case Filed: \$3,254.18
If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.
 Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Specify the priority of the claim.
 Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).
 Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, 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 \$2,425* 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)(____).

2. Basis for Claim: OTHER: MISCELLANEOUS LEASED EQUIPMENT
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 5-000
3a. Debtor may have scheduled account as: _____
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.
Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe:
Value of Property: \$ _____ **Annual Interest Rate** _____%
Amount of arrearage and other charges as of time case filed included in secured claim,
if any: \$ _____ **Basis for perfection:** _____
Amount of Secured Claim: \$ _____ **Amount Unsecured:** \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

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

If the documents are not available, please explain:

Date: July 13, 2009
Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
Welman, Weinberg & Reis Co., L.P.A.
175 South Third Street, #900
Columbus, Ohio 43215 (614) 857-4332
Attorney for Creditor
/s/ Scott D. Pink, Esq.

Amount entitled to priority:
\$ 3,254.18
*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

For Court Use Only
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Lease Number: XXX-XXXXXX5-000
Lease Name: Setla LLC
PG:
Time on Books: 1368
Number of Leases: 13

Gross Contract Amount	\$11,519.40	
Booked Residual	\$1.00	
Payments Made	\$8,311.43	
Remaining Payments	\$3,208.97	
Plus Use Taxes		Tax Percent %
Plus Late Fees	\$45.21	
Plus Insurance Fees		
Plus APS/NSF/DOC Fees		
Plus Property Taxes		
Plus Other Fees		
PrePaid Maintenance		
Placement Balance	\$3,254.18	



Master Lease Agreement No
200153566

851 Commerce Court, Buffalo Grove, IL 60089 Phone 848-400-4768 Fax 848-482-0600

Full Legal Name and Address of Lessee		Name and Address of Equipment Supplier	
Name: Seals, LLC		Name: Arlington Capital	
Address: 631 NW 53 Street, Suite 660 5901 Broken Sound Pkwy #310		Address: 851 Commerce Court	
City, State, Zip: Boca Raton, FL 33487		City, State, Zip: Buffalo Grove, IL 60089	
State of Organization: Florida	Telephone: (561) 241-4511	Telephone: (877) 441-5557	

THIS AGREEMENT SHALL BE USED AS A MASTER LEASE AGREEMENT BETWEEN LESSOR AND LESSEE AND SHALL GOVERN ANY SCHEDULES ("SCHEDULES") NOW OR HEREAFTER SIGNED BY LESSOR AND LESSEE, WHICH REFER TO THIS MASTER LEASE AGREEMENT ("LEASE"). EACH SCHEDULE SHALL, IN ADDITION TO ANY SPECIAL PROVISIONS IN THE SCHEDULE, BE SUBJECT TO ALL OF THE REPRESENTATIONS, COVENANTS, TERMS AND CONDITIONS OF THIS LEASE AND BE DEEMED TO BE A SEPARATE LEASE AGREEMENT. TO THE EXTENT OF ANY CONFLICT BETWEEN THE REPRESENTATIONS, COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT AND A SCHEDULE, THE SCHEDULE SHALL GOVERN.

Quantity	Equipment Description
48	Panasonic PC with Register Option
32	Epson Thermal Printer

Maintenance/Supplies/Services: Lessee agrees to pay the monthly payments under this Lease and any Schedules which may include charges (the "Charges") for supplies ("Supplies"), maintenance and warranty services (collectively, the "Services") to be furnished by Supplier to Lessee for use with the Equipment. Lessee agrees that Lessor is not a manufacturer or supplier of the Supplies or Services and Lessee will look only to Supplier for the furnishing of Supplies and the performance of Services. Lessee further agrees that its obligations under this Lease are unconditional notwithstanding any breach by Supplier of any obligation to Lessee to furnish the Supplies and/or provide the Services.

Initial Term: 60 Months	Security Deposit: \$ 0.00	End of Term Option: <input type="checkbox"/> Fair Market Value <input type="checkbox"/> 10% Purchase <input checked="" type="checkbox"/> \$1.00 Purchase
Monthly Rental Payment: \$ 2807.37		End of term option shall be the Fair Market Value Option unless another option is marked above
Advance Payment Amount: \$ 0.00	Applied to the 1st Month (Plus tax, if applicable)	* Subject to the terms and conditions of this Lease, including without limitation Section 18

TERMS AND CONDITIONS
IMPORTANT INFORMATION ABOUT ESTABLISHING A RELATIONSHIP WITH ARLINGTON CAPITAL. To help the United States Government fight terrorism and money laundering, Federal law requires us to obtain, verify, and record information that identifies each person or business that opens an account or establishes a relationship. What this means for you when you open an account or establish a relationship, we will ask for your name, street address, date of birth, and identification number, such as a social security number or taxpayer identification number. For businesses, we will ask for the business name, street address and tax identification number. Federal law requires us to obtain this information. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your cooperation.

1. **LEASE OF EQUIPMENT** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, the Equipment described above, and if applicable, on any Schedules ("Schedules") together with all replacement parts, repairs, additions, substitutions and accessories (collectively referred to hereinafter, as "Equipment"). The parties intend this Lease to be a finance lease under Article 2A of the Uniform Commercial Code. This Lease is non-cancelable. Lessor is hereby authorized to insert in this Lease or any Schedule any missing terms regarding the Equipment description.

2. **ACCEPTANCE OF THE EQUIPMENT** Lessee's continuation to Lessor, by telephone or other means, of the delivery and acceptance of the Equipment to and by Lessee in all respects shall constitute Lessee's acknowledgment of its receipt of the Equipment in good working condition, that all installation and other work necessary prior to use thereof has been completed, that Lessee has inspected the Equipment and has found it to be satisfactory in all respects. Lessee understands that Lessor will be relying upon such confirmation by Lessee as a condition of making payment for the Equipment.

3. **TERM AND RENT** The initial term of this Lease shall commence and the first rental payment shall be due on the day of the month in which any of the Equipment is delivered to Lessee or Lessor's agent or such later date as Lessor designates and rental payments shall be paid on such day of each successive period thereafter until all sums due under this Lease are fully paid. SUCH RENTAL PAYMENT AMOUNT IS BASED UPON THE ESTIMATED COST OF ALL EQUIPMENT AND SHALL BE ADJUSTED UPWARD OR DOWNWARD (BUT NOT MORE THAN 10%) IF THE ACTUAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THIS ESTIMATE AND LESSEE AUTHORIZES LESSOR TO EXECUTE ON ITS BEHALF ANY NECESSARY DOCUMENTS TO EFFECT THIS ADJUSTMENT.

LESSEE'S OBLIGATION TO PAY RENTAL PAYMENTS AND ALL OTHER OBLIGATIONS HEREBY SHALL BE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER. If any payment hereunder is not made by Lessee when due, Lessee shall be charged a late fee of ten percent (10%) of the amount of such payment, plus interest on such amount at the rate of 1.15% per month from the due date until paid, but as to each of the foregoing, in no event more than the maximum rate permitted by law. Lessee also agrees to pay \$36.00 for each check returned for insufficient funds.

Advance rental payments and any security deposit shall be due when this Lease is executed. Any security deposit shall secure all obligations of Lessee hereunder and may be applied in Lessor's discretion to any past due obligation of Lessee and to the extent not applied shall be returned to Lessee, without interest, at the expiration of the Lease.

THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE ARE MADE A PART HEREOF

GUARANTY

To induce Lessor to enter into the within Lease, the undersigned guarantor ("Guarantor") unconditionally guarantees to Lessor the payment and performance obligations of Lessee under the Lease and any Schedules. This Guaranty shall continue until all such obligations have been fully paid and performed. LESSOR SHALL NOT BE REQUIRED TO PROCEED AGAINST LESSEE OR THE EQUIPMENT OR ENFORCE OTHER REMEDIES BEFORE PROCEEDING AGAINST GUARANTOR. Guarantor agrees to pay all pre and post judgment attorneys' fees and other costs incurred by Lessor arising from default of Lessee or Guarantor. Guarantor waives all notices including notice of acceptance, demand and protest and consents to any lease modifications made by Lessor. This is a continuing Guaranty and shall bind the heirs, representatives, successors, and assigns of the Guarantor and inure to the benefit of the Lessor, its successors and assigns. Guarantor waives all defenses based upon suretyship or arising out of suretyship status and waives any right of subrogation, indemnity, reimbursement, and contribution by Lessee. This Guaranty shall continue to be effective or reinstated, as applicable, if at any time payment of any part of the obligations under the Lease is stopped or otherwise required to be returned by Lessor upon the insolvency, bankruptcy or reorganization of Lessee or upon the appointment of a receiver, trustee or similar officer for Lessee or its assets, all as though such payment to Lessor had not been made, regardless of whether Lessor contested the order requiring the return of such payment. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. GUARANTOR CONSENTS TO THE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA WITH RESPECT TO ANY ACTION ARISING HEREUNDER, PROVIDED, HOWEVER, LESSOR MAY AT ITS SOLE DISCRETION ENFORCE THIS GUARANTY IN ANY STATE HAVING LAWFUL JURISDICTION THEREOF. GUARANTOR WAIVES TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT. GUARANTOR CONSENTS TO LESSOR'S OBTAINING AND USE OF UPDATED CONSUMER CREDIT REPORTS WITHOUT FURTHER NOTICE TO GUARANTOR. If there are two or more Guarantors, all obligations under this Guaranty are joint and several.

LESSEE ACKNOWLEDGES THAT AT THE TIME IT EXECUTED THE AGREEMENT, IT RETAINED A COPY

Lessee Full Legal Name: Seals, LLC
 By X Date: 8/26/05
 Print or Type Name/Title: R. ALROD, CEO

Lessor Name and Address: Arlington Capital, 851 Commerce Court, Buffalo Grove, IL 60089
 By X Date: 9-6-05
 Print or Type Name/Title: [Signature]

Guarantor (No Title)
 By X _____ Date _____
 Print or Type Name: Not Applicable

Guarantor (No Title)
 By X _____ Date _____
 Print or Type Name: Not Applicable

No modification to the form of lease as originally supplied by Lessor to Lessee shall be effective unless agreed to in writing by Lessor. A facsimile version of Lessee's signature on this Lease when received by Lessor shall be binding on Lessee for all purposes as if originally signed. However, this Lease shall only become effective and binding against Lessor when actually signed by Lessor. Both parties agree that the version of this Lease containing Lessor's original signature and Lessee's original or facsimile signature shall constitute the original authoritative version.
AC Master Lease - Mod/Chg - Revised 09/24/03

4. DISCLAIMER OF WARRANTIES AND CLAIMS. LESSEE ACKNOWLEDGES THAT LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR USE OR PURPOSES) TO ANYONE, AS TO ANY ASPECT OF THE EQUIPMENT...

5. TITLE, PERSONAL PROPERTY Lessor is the sole owner of the Equipment. Lessee shall title to the Equipment any labels supplied by Lessor evidencing Lessor's ownership. To protect Lessor's rights in the Equipment in the event this Lease is determined to be a security agreement...

6. MAINTENANCE, USE AND LOCATION Lessee shall, at its own cost and expense, maintain the Equipment to good operating condition and repair other than normal wear and tear used for business purposes only in the regular course of its business...

7. REDELIVERY RENEWAL TERM. Lessee shall notify Lessor in writing not less than ninety (90) days but not more than one hundred twenty (120) days prior to the end of the initial term or any renewal term of the Lease...

8. RISK OF LOSS. Lessee shall bear all risk of loss or damage to Equipment from any cause from date of shipment to Lessee until its return to Lessor. THE OCCURRENCE OF ANY SUCH LOSS OR DAMAGE SHALL NOT RELIEVE LESSEE OF ANY OBLIGATION HEREUNDER...

9. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever during the term of this Lease for not less than the full replacement value thereof...

10. TAXES AND CHARGES. This Lease is intended to be a net lease, and all payments are net to Lessor to the extent permitted by applicable law. Unless otherwise directed by Lessor in writing, Lessor shall pay all personal property taxes with respect to the Equipment...

11. LEASE IRREVOCABILITY AND OTHER REPRESENTATIONS OF LESSEE. LESSEE'S OBLIGATIONS UNDER THIS LEASE ARE ABSOLUTE, NON-CANCELABLE AND SHALL CONTINUE WITHOUT ABATEMENT AND REGARDLESS OF ANY DISABILITY OF LESSEE TO USE THE EQUIPMENT OR ANY PART THEREOF BECAUSE OF ANY REASON INCLUDING, BUT NOT LIMITED TO WAR, ACT OF GOD, GOVERNMENTAL REGULATIONS...

STRIKE, LOSS, DAMAGE, DESTRUCTION, OBSOLESCENCE, FAILURE OF OR DELAY IN DELIVERY, FAILURE OF THE EQUIPMENT TO OPERATE PROPERLY, TERMINATION BY OPERATION OF LAW, OR ANY OTHER CAUSE. Lessee represents that the Equipment shall be used by Lessee solely for business purposes...

12. INDEMNITY Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including pre and post judgment attorneys' fees and costs...

13. DEFAULT AND REMEDY. If any one of the following events shall occur (a) Lessee fails to pay any rent or any other payment hereunder when due, or (b) Lessee fails to pay within five (5) days after due, any sums due to Lessor...

(f) Terminate this Lease (g) Recover from Lessee all rent and other amounts then due; (h) Declare the entire unpaid balance of rental payments and other amounts for the unexpired term of this Lease or any schedule thereof immediately due and payable and to strictly accelerate the balances due under any other agreements between Lessee and Lessor...

Lessee shall also be liable and shall pay to Lessor all expenses incurred by Lessor in connection with the enforcement of any of the Lessor's remedies including all expenses of repossessing, storing, shipping, repairing, and selling...

All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy...

14. ASSIGNMENT, WAIVER OF DEFENSES; QUIET ENJOYMENT Lessor may, without notice or consent, assign or transfer this Lease or Equipment or grant a security interest in any Equipment, any rights, or any other sums due to or become due hereunder...

15. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS. In the event, Lessee fails to comply with any provisions of this Lease, Lessor shall have the right, but shall not be obligated, to act on behalf of Lessee upon ten (10) days prior written notice to Lessee...

16. GOVERNING LAW, JURISDICTION AND VENUE, WAIVER OF TRIAL BY JURY THIS LEASE SHALL BE BINDING WHEN EXECUTED BY LESSOR AND SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA WITH RESPECT TO ANY ACTION ARISING OUT OF THIS LEASE...

17. GENERAL This Lease shall have to the benefit of and is binding upon the heirs, personal representatives, successors, and assigns of the parties hereto. Time is of the essence of this Lease. This Lease contains the entire arrangement between Lessor and Lessee, and no modification of this Lease shall be effective unless in writing and executed by Lessor...

18. PURCHASE OPTION. Provided no Event of Default exists uncorrected and Lessee has fully performed all of its obligations under this Lease, Lessee may purchase the Equipment by exercising the purchase option provided above and on the applicable Schedule at the end of the term of the Lease. If the fair market value purchase option has been exercised and Lessee chooses to exercise that option, Lessee agrees to purchase all, but not less than all, of the Equipment for the fair market value of the Equipment in place and in use as determined by Lessor...



Equipment Delivery and Acceptance Receipt

Master Lease Agreement Number: 200153566

In compliance with the terms, conditions and provisions of the Master Lease Agreement, by and between the undersigned Lessee and Arlington Capital ("Lessor"), Lessee hereby.

- a) Certifies and warrants to Lessor that all of the equipment described in the above referenced Schedule to Master Lease Agreement (the "Equipment") has been delivered, inspected, fully installed and is operational, and has not been previously used or placed in service for its specifically assigned function for the first time, unless otherwise expressly indicated on the Schedule to Master Lease Agreement, prior to the Acceptance Date as indicated below;
- b) Accepts all of the Equipment for all purposes under the Master Lease Agreement and the Schedule to Master Lease Agreement, and all attendant documents as of such Acceptance Date,
- c) Re-states and re-affirms, as of such Acceptance Date, each of the representations, warranties and covenants given to Lessor in the Lease,
- d) Acknowledges and represents that it has reviewed and approves all of the purchase documents for the Equipment, if any; and
- e) Confirms that this Equipment Delivery and Acceptance Certificate is irrevocable

ACCEPTANCE DATE: (X) Aug 29, 2005

SETLA, LLC
(Full Legal Name of Lessee)

(X) By: [Signature] ? resident
(Authorized Signature and Title)

(X) Robert ALROI
(Print Name of Signer)

(X) Aug 29, 2005
(Dated Signed)