

**UNITED STATES BANKRUPTCY COURT DISTRICT OF DELEWARE**

**PROOF OF CLAIM**  
WWR# 7653923

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

**RECEIVED**  
**JUL 29 2009**  
**BMC GROUP**

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: **\$3,225.48**  
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: **2-000**  
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:

Amount entitled to priority:  
\$ \_\_\_\_\_  
\*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.

Date:  
July 13, 2009  
**Weltman, Weinberg & Reis Co., L.P.A.**  
175 South Third Street, #900  
Columbus, Ohio 43215 (614) 857-4332

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.  
*[Signature]*  
Attorney for Creditor  
**Scott D. Fink, Esq.**

For Court Use Only  
JUL 23 11:08:35



Lease Number: XXX-XXXXXX2-000  
 Lease Name: Setla LLC  
 PG:  
 Time on Books: 1368  
 Number of Leases: 13

<b>Gross Contract Amount</b>	\$11,492.40	
Booked Residual	\$1.00	
Payments Made	\$8,308.60	
<b>Remaining Payments</b>	\$3,184.80	
Plus Use Taxes		Tax Percent %
Plus Late Fees	\$40.68	
Plus Insurance Fees		
Plus APS/NSF/DOC Fees		
Plus Property Taxes		
Plus Other Fees		
PrePaid Maintenance		
<b>Placement Balance</b>	\$3,225.48	



851 Commerce Court, Buffalo Grove, IL 60089 Phone 848-480-4766 Fax 848-642-0600

Master Lease Agreement No. 200153566

Full Legal Name and Address of Lessee: Setla, LLC; Name and Address of Equipment Supplier: Arlington Capital; Address: 5901 Broken Sound Pkwy 310; City, State, Zip: Boca Raton, FL 33487; Telephone: (561) 241-4511

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").

Table with 2 columns: Quantity, Equipment Description. Includes items like Panasonic PC with Register Option and Epson Thermal Printer.

Maintenance/Supplier/Services: Lessee agrees to pay the monthly payments under this Lease and any Schedules which may include charges (the "Charges") for supplies ("Supplies")...

Initial Term: 60 Months; Monthly Rental Payment: \$ 2807.37; Security Deposit: \$ 0.00; End of Term Option: \$ 1.00 Purchase.

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...

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... 2. ACCEPTANCE OF THE EQUIPMENT... 3. TERM AND RENT...

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.

LESSEE ACKNOWLEDGES THAT AT THE TIME IT EXECUTED THIS AGREEMENT, IT RETAINED A COPY. Lessee: Setla, LLC; Signature: R. Alrod, CEO; Date: 8/28/05.

Guarantor (No Title); Signature: Not Applicable; Date: 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.

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 PURPOSE) TO ANYONE, AS TO ANY ASPECT OF THE EQUIPMENT...

5. TITLE, PERSONAL PROPERTY LESSOR IS THE SOLE OWNER OF THE EQUIPMENT. LESSEE SHALL AFFIX TO THE EQUIPMENT ANY LABELS SUPPLIED BY LESSOR EVIDENCING LESSOR'S OWNERSHIP. TO PROTECT LESSOR'S RIGHTS IN THE EQUIPMENT...

6. MAINTENANCE, USE AND LOCATION LESSEE SHALL, AT ITS OWN COST AND EXPENSE, MAINTAIN THE EQUIPMENT IN GOOD OPERATING CONDITION AND REPAIR OTHER THAN NORMAL WEAR AND TEAR...

7. REDELIVERY RENEWAL TERMS. UNLESS LESSEE NOTIFIES 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...

8. RISK OF LOSS. LESSEE SHALL BEAR ALL RISKS OF LOSS OR DAMAGE TO EQUIPMENT FROM ANY CAUSE FROM DATE OF SHIPMENT TO LESSOR UNTIL IT IS RETURNED 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 ANY CAUSE WHATEVER DURING THE TERM OF THIS LEASE FOR NOT LESS THAN THE FULL REPLACEMENT VALUE HEREOF...

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 SPECIFIED 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...

STRIKE, LOSS, DAMAGE, DESTRUCTION, OBSOLESCE, 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 ATTORNEY'S FEES AND COSTS...

13. DEFAULT AND REMEDIES. IF ANY ONE OF THE FOLLOWING EVENTS SHALL OCCUR (a) LESSEE FAILS TO PAY ANY RENT OR ANY OTHER PAYMENT HEREOF WHEN DUE, OR (b) LESSEE FAILS TO PAY WITHIN FIVE (5) DAYS WHEN DUE, ANY AMOUNT DUE TO LESSOR...

(1) Terminate this Lease (2) Recover from Lessee all rent and other amounts due (3) 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 classify as a secured debt 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 REPRESENTING, CARRYING, SHIPPING, REPAIRING, AND SELLING...

All remedies of Lessor hereunder are cumulative and 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 DEFENSE, QUIET ENJOYMENT LESSEE MAY WITHOUT NOTICE OR CONSENT, ASSIGN OR TRANSFER THIS LEASE OR EQUIPMENT OR GRANT A SECURITY INTEREST IN ANY EQUIPMENT, ANY PARTS, OR ANY OTHER ASSETS DUE OR TO BE RECEIVED...

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 THE (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 OR THE EQUIPMENT...

17. GENERAL. THIS LEASE SHALL HAVE TO THE BENEFIT OF AND BE BINDING UPON THE HEIR, PERSONAL REPRESENTATIVE, SUCCESSOR, AND ASSIGNS OF THE PARTIES HERETO. TIME IS OF THE ESSENCE OF THIS LEASE. THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE, AND NO MODIFICATION OF THIS LEASE SHALL BE EFFECTIVE UNLESS IN WRITING AND SIGNED BY LESSOR...

18. PURCHASE OPTION. PROVIDED NO EVENT OF DEFAULT EXISTS UNOCCURRED AND LESSEE HAS FULLY PERFORMED ALL OF ITS OBLIGATIONS UNDER THIS LEASE, LESSEE MAY PURCHASE THE EQUIPMENT BY EXERCISING THE PURCHASE OPTION MARKED ABOVE OR ON THE APPLICABLE SCHEDULE AT THE END OF THE TERM OF THE LEASE. IF THE "FAIR MARKET VALUE" PURCHASE OPTION HAS BEEN MARKED 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:

Aug 29, 2005

SETLA, LLC

(Full Legal Name of Lessee)

By: [Signature], Resident  
(Authorized Signature and Title)

Robert ALROI  
(Print Name of Signer)

Aug 29, 2005  
(Dated Signer)