

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELEWARE

PROOF OF CLAIM
WWR# 7653926

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: **\$3,262.22**
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: **1-000**
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

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.

For Court Use Only

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

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



BMC

Lease Number: XXX-XXXXXX1-000
Lease Name: Setla LLC
PG:
Time on Books: 1368
Number of Leases: 13

Gross Contract Amount	\$11,573.40	
Booked Residual	\$1.00	
Payments Made	\$8,358.23	
Remaining Payments	\$3,216.17	
Plus Use Taxes		Tax Percent %
Plus Late Fees	\$46.05	
Plus Insurance Fees		
Plus APS/NSF/DOC Fees		
Plus Property Taxes		
Plus Other Fees		
PrePaid Maintenance		
Placement Balance	\$3,262.22	

Master Lease Agreement No.
200153566



851 Commerce Court, Buffalo Grove, IL 60089 Phone 800-400-4768 Fax: 800-482-0800

Full Legal Name and Address of Lessee		Name and Address of Equipment Supplier	
Name	Setla, LLC	Name	Arlington Capital
Address	634 NW 42 Street, Suite 660 5901 Broken Sound Pkwy #10	Address	851 Commerce Court
City State Zip	Boca Raton, FL 33487	City State Zip	Buffalo Grove, IL 60089
State of Organization	Florida	Telephone	(877) 441-5557
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"). 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/Supplier 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 Supplier and/or provide the Services.

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

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 Schedule ("Schedule") 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 confirmation 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 Lessee's agent or such later date as Lessor designates and rental payments shall be paid on each 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 HEREUNDER 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 1.16% 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 \$35.00 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.

THEY ERMS 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 Schedule. 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 rescinded 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 contacted the order regarding 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: Setla, LLC

By X: *[Signature]* Date: 2/21/05

Print or Type Name/Title: **ANDREW ALBROD, CEO**

Lessor Arlington Capital 851 Commerce Court Buffalo Grove, IL 60089

By X: *[Signature]* Date: 2/20/05

Print or Type Name/Title: **JUSTIN WILKINSON**

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 terms 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 the Lease containing Lessor's original signature and Lessee's original or facsimile signature shall constitute the original authoritative version.

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 LESSOR LEASES THE EQUIPMENT "AS-IS" LESSOR OR ITS AFFILIATES, OFFICERS, DIRECTORS AND SHAREHOLDERS SHALL NOT BE LIABLE FOR ANY LOSS OR INJURY TO LESSEE OR TO ANY THIRD PERSON OR PROPERTY, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES CAUSED BY THE USE, OWNERSHIP, LEASE OR POSSESSION OF THE EQUIPMENT IF THE EQUIPMENT DOES NOT OPERATE AS REPRESENTED BY THE SUPPLIER, OR IS UNSATISFACTORY FOR ANY REASON WHATSOEVER. LESSEE SHALL MAKE ANY SUCH CLAIM SOLELY AGAINST THE SUPPLIER AND LESSEE HEREBY WAIVES ANY SUCH CLAIM AGAINST LESSOR, NO REPRESENTATION OR WARRANTY BY THE SUPPLIER IS EXTENDING ON LESSOR NOR SHALL BREACH OF SUCH WARRANTY RELIEVE LESSEE OF ITS OBLIGATIONS TO LESSOR. All warranties from the Supplier to Lessor are hereby assigned to Lessee.

5. TITLE, PERSONAL PROPERTY. Lessor is the sole owner of the Equipment. Lessee shall title the Equipment any title supplied by Lessor retaining Lessor's ownership. To protect Lessor's rights in the Equipment in the event this Lease is determined to be a security agreement, Lessee hereby grants to Lessor a security interest in the Equipment described herein and in the Schedule as well as in all other equipment financed by Lessor or its affiliates or in any invoice that contains descriptions of the Equipment and all proceeds thereof Lessee hereby authorizes Lessor, at Lessee's expense, to create this Lease, or any assignment or other instrument in respect of this Lease showing the interest of Lessor in the Equipment, including Uniform Commercial Code financing statements, to be filed or recorded and to grant Lessor and its agents the right to sign Lessee's name thereon. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purposes, and agree to pay or reimburse Lessor for any searches, filings, recordings, stamp fees or fees related to the filing or recording of any such instrument or statement. Lessee shall at its expense protect and defend Lessor's title against persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process, lien or encumbrance and shall give Lessor immediate written notice of any claim as to the foregoing and shall indemnify Lessor from any loss caused thereby Lessee shall, upon Lessor's request, execute or obtain from third parties and deliver to Lessor such escrow certificates, lender's waivers and such other instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become, in any manner, actual or attached to real property or any improvements thereon. Lessee agrees to pay Lessor a non-refundable origination fee of \$150.00 in connection with this Lease.

8. 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, use the Equipment for business purposes only in the regular course of its business and at the location stated herein or any Schedule, within its normal operating capacity and shall comply with all laws, ordinances, regulations, requirements from the manufacturer or otherwise and rules with respect to the maintenance and operation of the Equipment; shall not move the Equipment or make any modifications, alterations or additions to the Equipment without prior written consent of Lessor; shall not use the Equipment to rent, lease or charge to others to use real property or a building. If Lessor incurs any costs or expenses to bring the Equipment up to good working order and appearance, Lessee shall immediately reimburse Lessor for all such costs or expenses.

7. REDELIVERY REMEDIAL 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 of the Lease of Lessee's intention to return the Equipment to Lessor or exercise the purchase option marked above or on the applicable Schedule, this Lease will automatically renew for successive ninety (90) day periods at the same periodic rent stated herein or in the applicable Schedule until Lessee exercises the purchase option or returns the Equipment as provided herein. Within ten (10) days of expiration or earlier termination of this Lease, Lessee shall return the Equipment with all manuals and instruction booklets along with copies of service history of the equipment for the length of this Lease, freight and insurance prepaid, to Lessor in good repair, condition and working order, ordinary wear and tear accepted and as certified in writing by the manufacturer or its authorized representative to a manner and to a location designated by Lessor. Nothing contained herein is intended to relieve Lessee of its obligations to return the Equipment or restrict Lessor's right to recover the same in the event of termination of this Lease. If requested by Lessor in writing, Lessee shall drive the Equipment at Lessee's premises for a period of up to ninety (90) days at no cost to Lessor. In the event that Lessee returns the Equipment to Lessor upon the termination of this Lease, Lessee shall remit to Lessor a \$150.00 fee, payable upon Lessor's request for authorization to return the Equipment. The \$150.00 fee is payable in addition to the shipping costs for the return of the Equipment.

8. RISK OF LOSS. Lessee shall bear all risks of loss or damage to Equipment from any cause from date of shipment to Lessee until it returns to Lessor. THE OCCURRENCE OF ANY SUCH LOSS OR DAMAGE SHALL NOT RELIEVE LESSEE OF ANY OBLIGATION HEREUNDER. Lessee shall immediately notify Lessor of any damage to or destruction of the Equipment. In the event of loss or damage, Lessee, at Lessor's sole option, shall (a) repair the damaged Equipment or (b) replace lost or unsalvageable damaged Equipment with substantially identical Equipment in good condition and working order with documentation showing clear title thereto in Lessor, or (c) pay to Lessor the present value of (i) all unpaid rental payments for the balance of the term of this Lease plus (ii) Lessor's anticipated residual recovery from the Equipment at the scheduled expiration of this Lease, all discounted to the date of payment at four (4%) percent per annum.

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, and shall carry public liability and property damage insurance at limits acceptable to Lessor covering the Equipment and its use in amounts customary for such equipment and with companies acceptable to Lessor and name Lessor and its assignees as loss payee as their interests may appear with respect to property damage coverage and as additional insureds with respect to public liability coverage. Lessee shall pay the premiums therefor and deliver valid policies or certificates of coverage thereon to Lessor. The insurance shall provide Lessor a right to thirty (30) days written notice before the policy can be altered or canceled and the right, without obligation, to pay the premiums. Should Lessee fail to provide such insurance coverage Lessor may obtain such coverage and charge Lessee therefor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any said insurance policies.

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 and Lessee shall reimburse Lessor therefor upon demand. Lessor, at its sole option, may assess estimated personal property tax with each rental payment or periodically, as invoiced. Lessee shall pay directly (or, at Lessor's option, reimburse Lessor for) all license fees, assessments and other government charges, and all sales, use, excise, franchise, and any other similar taxes (collectively, "Charges") now or hereafter imposed, levied or assessed by any state, federal or local government or agency upon any of the Equipment or upon the leasing, purchase, ownership, use, possession, financing or operation thereof, or upon the receipt of rental payments therefor, even if Lessee's status provides for its exemption from the Charge (excluding income and gross receipt taxes on the rental payments, except any such tax which is a substitution for, or relieves Lessee from, the payment of taxes which Lessee would otherwise be obligated to pay or reimburse Lessor as herein provided) before the same shall become in default or subject to the payment of any penalty or interest. If Lessor pays any taxes, fees, charges or penalties for Lessee, Lessee shall pay Lessor on demand the amount Lessor has paid on Lessee's behalf plus a fee of \$10 per bill. Lessee shall supply Lessor with receipts or other evidence of payment of all Charges as may reasonably be requested by Lessor. Lessee shall further comply with all state and local laws requiring the filing of all returns and other tax returns relating to any Charges. Lessee shall notify the Lessor of the imposition of, or, to Lessee's knowledge, the proposed imposition of, any Charges by applying to Lessor (within five (5) days after receipt thereof by Lessee) a copy of the invoice or other documents respecting such charges.

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 to business purposes, and that all financial and other information submitted to Lessor is true and correct.

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, arising out of, connected with, or resulting from the Equipment or this Lease, including without limitation, the manufacture, selection, delivery, possession, use, lease, operation, or return of the Equipment. Such indemnity shall survive the termination or expiration of this Lease.

13. DEFAULT AND REMEDIES. 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 when due any sums due to Lessor under any affiliate of Lessor relating to the finance of equipment arising independently of this Lease; or (c) Lessee fails to perform any covenants herein or in any other agreement between Lessee and Lessor and/or any affiliate of Lessor relating to the finance of Equipment, which failure continues after 10 days written notice; or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors; or (e) a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets is appointed with or without the application or consent of Lessee; or a petition is filed by or against Lessee under the Bankruptcy Code or under any other insolvency laws, providing for the relief of debtors; or (f) any representation or statement made or furnished by Lessee to Lessor was false or misleading in any material respect when made or furnished; or (g) Lessee sustains a material adverse change in its condition (financial or otherwise). Lessor may, to the extent permitted by applicable law exercise any one or more of the following remedies:

(i) Terminate this Lease. (ii) Recover from Lessee all rent and other amounts then due. (iii) Declare the entire unpaid balance of rental payments and other amounts for the unexpired term of this Lease or any Schedule thereto immediately due and payable and to strictly accelerate the balances due under any other agreements between Lessee and Lessor and/or any affiliate of Lessor relating to the finance of equipment and recover the present value of (a) all unpaid rent and other amounts for the balance of the term of this Lease and other such agreements and (b) Lessor's anticipated residual recovery from the Equipment at the scheduled expiration of this Lease, all discounted to the date of default at four (4%) percent per annum. (iv) Require Lessee to return all Equipment and/or any other equipment financed by Lessor or its affiliates at Lessee's expense, to a place designated by Lessor and to recover possession of all such items, without demand or notice, whenever same may be located without any court order or pre-hearing hearing. Lessee hereby waives all damages occasioned by such re-taking. Lessor may at its option, use, ship, store, repair or lease all items so recovered and sell or otherwise dispose of any such items at a private or public sale or resell it at Lessee's premises at reasonable business hours without being required to remove same. In the event Lessor disposes of such item or items, Lessor shall give Lessee credit for any sums received by Lessor from the sale or rental after deduction of the expense of sale or rental.

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, repacking and setting, and Lessor's reasonable pre and post judgment attorneys' fees and costs. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

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. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default.

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 rentals, or any other sums due or to become due hereunder. Lessee agrees that no assignment of Lessor shall be bound to perform any duty, covenant, condition or warranty attributable to Lessor and Lessee further agrees not to raise any claim or defense arising out of this Lease or otherwise which it may have against Lessor as a defense, counterclaim, or offset to any action by an assignee or accepted party hereunder. Upon Lessor's request, Lessee will acknowledge to any assignee receipt of Lessor's notice of assignment. Nothing contained herein is intended to relieve Lessor of any of its obligations. Provided Lessee is not in default hereunder, Lessee shall quiety use and enjoy the Equipment, subject to the same hereof. LESSEE SHALL NOT ASSIGN THIS LEASE OR ANY INTERESTS HEREUNDER NOR ENTER INTO ANY SUBLEASE WITH RESPECT TO THE EQUIPMENT WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, WHICH MAY BE GRANTED OR WITHHELD IN LESSOR'S SOLE DISCRETION.

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. In such event, all monies expended by Lessor in effecting such compliance shall be deemed to be additional rent, and shall be paid by Lessee to Lessor at the time of the next rent payment, together with interest at the rate of one and one-third (1-1/3%) percent per month but in no event more than the maximum permitted by law.

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; PROVIDED, HOWEVER, LESSOR MAY IN ITS SOLE DISCRETION ENFORCE THIS LEASE IN ANY COURT HAVING LAWFUL JURISDICTION THEREOF. Lessee agrees that service of process in any such suit may be made by certified mail, return receipt requested, addressed to the Lessee at the address set forth herein. TO THE EXTENT PERMITTED BY LAW, LESSEE WAIVES TRIAL BY JURY IN ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE EQUIPMENT AND ANY AND ALL RIGHTS AND REMEDIES THAT MAY BE GRANTED TO LESSEE BY SECTIONS 2A-506 THROUGH 2A-532 OF THE UNIFORM COMMERCIAL CODE. LESSEE WAIVES THE RIGHT TO FILE ANY AMENDMENTS OR TERMINATIONS OF FINANCING STATEMENTS WITHOUT LESSOR'S SIGNATURE.

17. GENERAL. This Lease shall inure to the benefit of and be 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 agreement between Lessor and Lessee, and no modification of this Lease shall be effective unless in writing and executed by Lessor. All covenants and obligations of Lessee to be performed pursuant to this Lease including all payments to be made by Lessee hereunder shall survive the expiration or earlier termination of this Lease. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. In the event any provision of this Lease shall be unenforceable, then such provision shall be deemed deleted, however, all other provisions hereof shall remain in full force and effect. All notices under this Lease shall be deemed given when delivered personally or when sent by certified mail to the party intended of its address set forth herein, or such other addresses said party may provide in writing from time to time.

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 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. If the PURCHASE OPTION IS EXERCISED, THE EQUIPMENT WILL BE SOLD BY LESSOR TO LESSEE AS IS, WHERE IS, WITHOUT RECOURSE OR ANY WARRANTY, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR WARRANTY OF TITLE. If Lessee does not elect to purchase the Equipment under the circumstances described herein, Lessee shall return the Equipment in accordance with the terms and conditions of this Lease.



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)