

Fill in this information to identify the case:

Debtor 1 Gold's Holding Corp.

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Texas

Case number 20-31320

RECEIVED

JUN 05 2020

BMC GROUP

Official Form 410

Proof of Claim

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach 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. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Wells Fargo Financial Leasing, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Wells Fargo Financial Leasing, Inc.</u> Name <u>800 Walnut Street MAC F0005-055</u> Number Street <u>Des Moines</u> <u>IA</u> <u>50309</u> City State ZIP Code Contact phone <u>877-657-8457</u> Contact email _____ Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

GGI HOLDINGS POC



00062

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>7</u> <u>9</u> <u>1</u> <u>3</u>
7. How much is the claim?	\$ <u>12,777.49</u> Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Master Lease Agreement</u>
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ <u>1,285.28</u> Annual Interest Rate (when case was filed) <u>8.25</u> % <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ <u>1,285.28</u>
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

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

\$ _____

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

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that 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.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/01/2020
MM / DD / YYYY

/s/ Emily R. Alery

Signature

Print the name of the person who is completing and signing this claim:

Name Emily R. Alery
First name Middle name Last name

Title Equipment Finance Contract Analyst

Company Wells Fargo Financial Leasing, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____
Number Street

City State ZIP Code

Contact phone _____ Email _____

Master Lease Agreement



CUSTOMER INFORMATION		Master Agreement Number: _____	
Customer's Full Legal Name: <u>Gold's Holding Corp.</u>			
Address: <u>125 E. John Carpenter Frwy #1300</u>		City/State/Zip Code: <u>Irving, TX 75062</u>	
Telephone Number: <u>214-574-4653</u>		Federal Tax ID #: _____	Country: <u>Dallas</u>

In this Master Lease Agreement (as amended from time to time, the "Master Agreement"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the lessor, Wells Fargo Financial Leasing, Inc. "Schedule" means a document, in the form attached hereto as Exhibit A or such other form as We may accept in our sole discretion, to be entered into between You and Us for each individual lease transaction entered into between You and Us pursuant to this Master Agreement. "Supplier" means the supplier(s) of the equipment under a Schedule. This Master Agreement and each Schedule represent the complete and exclusive agreement between You and Us regarding the subject matter herein and therein and shall supersede any other oral or written agreements between You and Us. This Master Agreement and each Schedule can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase agreement between You and a Supplier) are not binding on Us. This Master Agreement is not a commitment by Us to enter into any Schedule not currently in effect, and nothing in this Master Agreement shall impose, or be construed to impose, any obligation upon Us to enter into any proposed Schedule, it being understood that whether We enter into any proposed Lease shall be a decision solely within Our discretion.

1. **LEASE OF EQUIPMENT.** Each Schedule executed by You (and to be executed by You in the future) represents your agreement to lease from Us the personal property listed therein (together with all existing and future accessories, attachments, replacements, additions and embedded software, the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule and the terms of this Master Agreement which are incorporated by reference into such Schedule shall constitute a separate and independent lease between You and Us and shall be referred to as a "Lease". In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the periodic Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. You agree that after You sign a Schedule, We may insert or correct any information missing in the Schedule, including Your proper legal name, serial numbers and other information describing the Equipment, change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration or its cost or a tax or payment miscalculation.

2. **LEASE TERM; AUTOMATIC RENEWAL.** Each Lease is effective on the date that the related Schedule is accepted by Us, and the term will begin on that date or any later date that We designate (the "Commencement Date") and will continue for the number of months shown on such Schedule (the "Initial Term"). As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined in the applicable Schedule). Unless You have a \$1.00 End of Term Purchase Option or You have provided written notice in accordance with the terms of the applicable Schedule, each Lease will automatically renew for a Renewal Term as provided in the related Schedule. If with respect to a given Lease You do not notify Us in writing within the Notice Period set forth in the applicable Schedule that You intend to purchase or return all of the related Equipment at the end of a Present Term, then You shall: (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Present Term, or (ii) return the Equipment pursuant to Section 12 promptly following the end of the Present Term. For any "Fair Market Value" End of Term Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. Each Lease is non-cancelable for the full Initial Term and for any and all Renewal Terms.

3. **UNCONDITIONAL OBLIGATION.** With respect to each Lease, You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement, representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Master Agreement or any Schedule; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your duty to perform Your obligations under this Master Agreement and each Schedule is absolute and unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Master Agreement or any Schedule (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to make all payments and fully perform under each Lease.

4. **LEASE PAYMENTS.** Lease Payments due under each Lease, plus applicable taxes and other charges provided for herein and in the related Schedule, are payable by the due date set forth on Our invoice to You. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge (defined in Section 10) that You pay with respect to a Lease is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days after the end of such Lease. If with respect to a Lease We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00. If the Lease Payments due under a Lease include amounts owed to a Vendor pursuant to a separate contract, You acknowledge that We may increase the portion of Your Lease Payment attributable to such maintenance charges by up to 10% annually. If a Vendor has agreed to ship supplies to You pursuant to a separate contract, You acknowledge that We may (on behalf of such Vendor) bill You for any supply freight fee that such Vendor charges for shipping supplies to You.

5. **INDEMNIFICATION.** With respect to each Lease, You shall indemnify and defend Us against, and hold Us harmless from, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of each Lease.

6. **NO WARRANTIES.** WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that the transaction documented in each Lease is a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If any Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

Customer: <u>Gold's Holding Corp.</u>	Wells Fargo Financial Leasing, Inc., Des Moines, Iowa
By: <u>X</u> <u>[Signature]</u> Date: <u>11/28/12</u>	By: <u>X</u> <u>[Signature]</u>
Print name: _____ Title: _____	Print name: _____
BY SIGNING ABOVE, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2	
Date: <u>11/28/12</u>	

7. **DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location specified in a Schedule unless You first get Our permission. You shall give Us reasonable access to each Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date of a Lease, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during each Lease. If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Master Agreement and each Lease. You agree that the Equipment is and shall remain personal property. Without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. **LOSS; DAMAGE; INSURANCE.** You shall, at all times during each Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of such Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date of any Lease, or if such insurance terminates for any reason, then (a) You agree that We have this right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 16% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. **ASSIGNMENT.** You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Master Agreement or any Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Master Agreement or any Lease, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations under this Master Agreement or any Lease. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. **TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), levies, assessments, license and registration fees and other governmental charges relating to this Master Agreement, each Lease and/or the Equipment (collectively "Governmental Charges"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee as set forth in the Schedule relating to a Lease to cover Our investigation, documentation and other administrative costs in originating each such Lease. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request during each Lease. You agree that the fees set forth in this Master Agreement and a Schedule may include a profit.

11. **DEFAULT.** With respect to each Lease, You will be in default hereunder if: (1) You fail to pay any amount due under any Lease within 15 days of the due date; (2) You otherwise breach or attempt to breach any other term, representation or covenant in any Lease or in any other agreement between You and Us; (3) any of Our affiliates breaches any agreement between such affiliate(s) and Us; and/or (4) You and/or any guarantors or sureties of Your obligations under a Lease (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition and, as a result thereof, or for any other reason, You deem Yourself insecure. If You default, You hereby acknowledge that We will suffer harm that will be impossible or very difficult to quantify with certainty. You and We therefore stipulate and agree that, if You default under a Lease, We may in Our sole discretion, exercise any or all of the following remedies with respect to any such Lease, which remedies You hereby agree are reasonable in light of the anticipated harm to Us and are not intended to be a penalty: (A) cancel such Lease, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, and/or (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all remaining Lease Payments for the remainder of the Present Term of such Lease discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of such Lease (as shown in Our books and records), discounted at a rate of 8% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i," "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"). You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under this Master Agreement or any Lease shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within any Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

12. **RETURN OF EQUIPMENT.** If You are required to return the Equipment under a Lease, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/restocking fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due under the applicable Lease until the Equipment is received by Us.

13. **APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY.** This Master Agreement and each Lease shall be deemed fully executed and performed in the State of Iowa and shall be governed and construed in accordance with the laws thereof. You consent to and agree to the exclusive jurisdiction and venue of federal and state courts located in the State of Iowa. YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION. If any amount charged or collected under this Master Agreement or any Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. **INTERIM RENT.** As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date of the applicable Lease. The payment for this interim period will be based on the Lease Payment due under such Lease prorated on a 30-day calendar month and will be added to Your first invoice.

15. **MISCELLANEOUS.** You shall furnish Us with current financial statements upon Our request. This Master Agreement and each Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Master Agreement and agree that a facsimile or other copy of this Master Agreement containing Your typed or copied signature may be treated as an original and will be admissible as evidence of this Master Agreement. You waive notice of receipt of a copy of this Master Agreement and each Lease with Our original signature. You hereby represent to Us that this Master Agreement is legally binding and enforceable against You in accordance with its terms.

Customer's Initials: AW

Schedule to Master Image Management Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Customer Information:

Customer's Full Legal Name ("You" and "Your"):

Gold's Holding Corp. DS

Address:

4001 Maple Ave. Suite 200

City/State/Zip Code:

Dallas / TX / 75219

County:

Dallas County

Equipment Information:

☐ See Attached Equipment Schedule

Equipment Location (if different than address shown above):

Quantity	Equipment Make, Model/Accessories	Serial Number	Starting Meter	"Service Only"
1	Xerox AltaLink B8090 MFP			<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Term And Payment Information: Initial Term: 48 months Payment*: \$449.00 (*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here: Security Deposit: \$ Documentation/Processing Fee: \$75.00

Advance Payment: \$ applied to: ☐ 1st Payment ☐ Last Payment ☐ 1st and Last Payments

Payment includes 10000 B&W copies per month

Overages billed quarterly at \$0.045 per B&W copy*

Payment includes Color copies per month

Overages billed quarterly at \$ per Color copy*

Payment includes B&W prints per month

Overages billed quarterly at \$ per B&W print*

Payment includes Color prints per month

Overages billed quarterly at \$ per Color print*

This is a Schedule that is being entered into subject to the master agreement referenced below (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement together with this Schedule constitute a Rental (as defined in the Master Agreement) and represent the complete and exclusive agreement between You and Us regarding the rental of the equipment listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment"). Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment.

1. **EQUIPMENT RENTAL.** You hereby agree to rent from Us the Equipment described above upon the terms and conditions set forth in this Schedule and in the Master Agreement.

2. **AUTOMATIC RENEWAL.** As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). With respect to each Rental, unless You notify Us in writing at least 30 days before the end of a Term (the "Notice Period") that You intend to return the Equipment at the end of such Term, then: (a) the applicable Rental will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of such Rental will continue to apply. If You do notify Us in writing within the Notice Period for a given Rental that You intend to return the Equipment at the end of the Term of such Rental, then You shall return the Equipment pursuant to the applicable Master Agreement terms and conditions. You and We hereby expressly agree that the terms of this Section shall be deemed to amend the Master Agreement and shall apply to this Rental and each Schedule entered into prior to the date hereof.

3. **MISCELLANEOUS.** This Schedule may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of the Master Agreement and this Schedule and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Rental. You waive notice of receipt of a copy of this Schedule with Our original signature. You hereby represent to Us that this Rental is legally binding and enforceable against You in accordance with its terms. This Rental is non-cancelable for the full Term.

Customer: (identified above) Gold's Holding Corp. DS

Wells Fargo Financial Leasing, Inc. ("We," "Us" and "Our") 12/28/17

By:  Date: 12/20/17By:  Date: 12/27/17

Print name: Ian Dunhill Title: CFO

Print name: Title: Authorized Signer

Schedule Number: 7913

Master Agreement Number:

Denitech Corporation
820 W. Sandy Lake Rd; Suite 100
Coppell, TX 75019
Office: 972-831-2000

Attn: Henry Fernandez, Director of Purchasing

Dear Mr. Fernandez

Please consider these agreements to take precedence over any conflicting terms otherwise stated in your lease agreement with Wells Fargo and/or your service agreement with Denitech Corporation relevant to your lease of the Xerox AltaLink 88090.

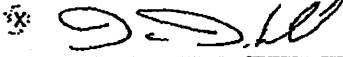
Lease and Equipment:


- a. **Lease Payment of Equipment:** All original lease terms & conditions will apply, however Gold's Gym will have a billing cycle of (27) days versus the normal 15 days.
- b. **Global Vendor Program:** Denitech will join the GVP program.
- c. **Lease of Equipment:** Neither Denitech nor Wells Fargo will increase lease payment, however, lease payments will increase based on a change or upgrade in equipment or if additional accessories are added to existing lease equipment.
- d. **Additional Systems:** Denitech will honor the agreed pricing of \$449 monthly throughout the duration of the partnership.
- e. **Return of Equipment:** Denitech will pay for the shipping and return of the Xerox AltaLink 88090 to the leasing company, including the payment of any handling and restocking fees.
- f. **Lease Renewal Term:** After the initial term, the lease will renew on a month to month basis.

Service Agreement:

- a. **Customized Billing:** Denitech will provide Gold's Gym with one summarized quarterly billing documented with copy/print volumes, location name, number, and address.
- b. **Service Calls:** Should the copier have 5 "replaceable" service calls in a sixty day period, the system can be replaced with a new system of equal specifications at no additional cost to Gold's Gym and doing so will not restart lease. "Replaceable" service call = drum replacement/parts replacements. Replacements will continue to billed at the agreed payment of \$449 monthly and terminate with the original lease term.
- c. **Service Renewal:** At the expiration of the original or any renewal term, the Service agreement, with all, of its terms, covenants, and conditions will automatically be renewed on a month to month term. Gold's Gym can cancel service agreement at any time.
- d. **Service Cost:** Prices are subject to change by Denitech during the term of this Agreement not to exceed 5% annually, as long as, Gold's Gym has received 90 day advance notice in via email communication.
- e. **Late Payments:** If payments for service are not received within 10 days of the due date, you will pay a late payment charge not to exceed 1.5% of each late payment.
- f. **Service Includes toner, parts, labor and supplies excluding staples and paper. Supplies will ship free of charge.**

- g. The first 10,000 clicks are included in the monthly lease payment. Overages will be billed quarterly at .0045 per click. All media sizes will be billed as a single click.
- h. Denitech waives the \$25 monthly fee, if metering tool cannot be successfully installed.


Printed Name & Title:
Ian Dunhill, CFO
Date:
11/28/17

X 
Mark Gement – VP Sales Denitech
Date:
12-5-17

Customer: Gold's Holding Corp.
Case # : 20-31320
File Date: 05/04/2020

<u>Account #</u>	<u>Asset</u>	<u>Pre-Petition Arrearage</u>	<u>Pmts Rmning</u>	<u>Sales Tax Rate</u>	<u>Monthly Pmt Amt</u>	<u>Total Monthly Pmts</u>	<u>Late Charge</u>	<u>2019 Personal Property Tax</u>	<u>Total Balance for Lease Agmt ***</u>
7913	33	\$ 1,285.28	22.00	8.250%	\$486.04	\$10,692.94	\$13.46	\$299.74	\$12,777.49

\$ 1,285.28

\$12,777.49