

**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, Amarillo Division  
Case number 20-31320-hdh11

E-Filed on 06/22/2020  
Claim # 98

# Official Form 410 Proof of Claim

04/19

**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

<b>1. Who is the current creditor?</b>		<u>GreatAmerica Financial Services Corporation</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____
<b>2. Has this claim been acquired from someone else?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____
<b>3. Where should notices and payments to the creditor be sent?</b>  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	<u>ATTN: Peggy Upton</u> Name <u>P.O. Box 609</u> Number Street <u>Cedar Rapids IA 52406</u> City State ZIP Code Contact phone <u>(866) 735-1525</u> Contact email <u>Puption@greatamerica.com</u>  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
<b>4. Does this claim amend one already filed?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____

**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?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 6 8 6 8

7. How much is the claim? \$ 6,498.40. Does this amount include interest or other charges?  No  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.  
Chattel paper

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
**Nature of property:**  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 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:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ 1,424.86

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

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

No

Yes. Check one:

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

Up to \$3,025\* 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 \$13,650\*) 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.

**Amount entitled to priority**

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\$                      0.00

\* Amounts are subject to adjustment on 4/01/22 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 06/22/2020  
MM / DD / YYYY

Elizabeth "Bea" Wendel

Signature

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

Name Elizabeth "Bea" Wendel  
First name Middle name Last name

Title Legal Analyst

Company GreatAmerica Financial Services Corporation  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_  
Number Street

City State ZIP Code

Contact phone \_\_\_\_\_ Email \_\_\_\_\_

Attachment 1 - CLAIM ATTACHMENTS - Gold's Holding - 1246865 - 1246868.pdf  
Description -

**Name:** Gold's Holding Corp.  
**Date:** 6/22/2020

<b>Lease No.</b>	<b>1246865</b>	<b>1246868</b>
Unpaid Rentals	\$3,956.76	\$234.12
Residual (Purchase Option)	\$1,124.51	\$418.07
Sales Tax	\$419.19	\$53.81
Collection Expense	\$0.00	\$0.00
Insurance Fees	\$0.00	\$0.00
Legal Fees	\$0.00	\$0.00
Returned Check Fee	\$0.00	\$0.00
Repossession Charges	\$0.00	\$0.00
Billed Property Tax	\$0.00	\$0.00
Estimated Property Tax	\$187.42	\$104.52
Accrued Late Charges	\$0.00	\$0.00
Proceeds from Sale of Equipment	\$0.00	\$0.00
Security Deposit on File	\$0.00	\$0.00
Unapplied Suspense Amounts	\$0.00	\$0.00
<i>Subtotal</i>	<i>\$5,687.88</i>	<i>\$810.52</i>
<b>TOTAL CLAIM AMOUNT</b>	<b>\$6,498.40</b>	

Agreement



APPLICATION NO. 12408105

CONTRACT NO.

13701 Hutton Drive, Suite 102 | Dallas, TX 75234 | Phone: 972.888.1500 | Fax: 972.888.1529

The words you and your refer to the customer. The words Owner, we, us and our refer to ASI Leasing. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

CUSTOMER INFORMATION

Form with fields for Full Legal Name (Gold's Holding Corp), Street Address (4001 Maple Ave ste 200), City (Dallas), State (TX), Zip (75219), Phone ((214) 298-5843), Billing Name, Billing Location, Federal Tax ID # (77-0641222), and E-Mail (ejohnson@goldsgym.com).

EQUIPMENT LISTING SEE ATTACHED SCHEDULE FOR ADDITIONAL EQUIPMENT

Table with columns: MAKE AND MODEL, DESCRIPTION, MAINTENANCE INCLUDED, SUPPLIES INCLUDED, SERIAL #, STARTING METER. Row 1: (1) FP PostBase Pro Package, PostBase Pro Package with Dynamic Feeder Sealer including Attribute Package (Back Covers), [X] Yes, [ ] Yes.

TERM AND PAYMENT SCHEDULE

Form with fields for Term (63 Months), Security Deposit, Meter Reading Frequency (Monthly/Quarterly), Monthly Payment (\$248.07), and various minimum image counts and excess cost per image/print.

Notes

THIS AGREEMENT IS NON-CANCELLABLE AND CANNOT BE TERMINATED EARLY.

OWNER ACCEPTANCE

5/16/17 ASI Leasing Scott Stahl VPF
DATED OWNER SIGNATURE TITLE

CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Upon signing below, your promises herein will be irrevocable and unconditional in all respects.

1 May 2017 Gold's Holding Corp X Ian Dunhill CFO
DATED CUSTOMER SIGNATURE TITLE

PRINT NAME OF SIGNER Ian Dunhill

CONTINUING GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any objection if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer in the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment.

X Ian Dunhill 5/1/17
PRINT NAME OF PERSONAL GUARANTOR SIGNATURE DATED

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

X
SIGNATURE TITLE

ORIGINAL

# Terms and Conditions



**1. RENT/TERM OF AGREEMENT.** You agree to pay each month according to the Term and Payment Schedule on page 1 of the Agreement either (i) the Monthly Payment or (ii) the applicable Cost Per Image multiplied by the applicable Minimum Number of Images and aggregating them. You also agree to pay for each image in excess of the Minimum Number of Images multiplied by the applicable Excess Image Charge. The applicable payment shall be referred to herein as the Monthly Payment. This Agreement goes into effect the date you sign the Acceptance of Delivery ("Effective Date"). The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on page 1 of this Agreement. You agree to pay an interim Monthly Payment in the amount of one-third (1/3<sup>rd</sup>) of the Monthly Payment, for each day from and including the Effective Date until the day preceding the Commencement Date. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers, and any other numbers describing the Equipment. All other modifications to the Agreement must be in writing signed by each party.

**2. PAYMENT.** You agree to make the Monthly Payment either electronically or by mail. You authorize us to change the Monthly Payment by not more than 15% due to changes in the Equipment configuration, which may occur prior to our acceptance of this Agreement, and/or to comply with the tax laws of the state in which the Equipment is located. Restrictive endorsements on checks you send to us will reduce your obligations to us. Whenever any Monthly payment or other payment is not made when due, you agree to pay us, within one month, a late charge of: 1) ten percent (10%) of the past due amount, or 2) the highest lawful charge, if less.

**3. LOCATION AND OWNERSHIP OF EQUIPMENT.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our prior written consent. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We own the Equipment, and have sole title to it.

**4. USE, MAINTENANCE AND INSTALLATION.** The charges established by this Agreement include payment for the use of the Equipment. Supplies and maintenance (during ASI normal business hours), including inspection, adjustment, parts replacement, drums, and cleaning material, may or may not be included in the charges of this Agreement, as shall be indicated on page 1 hereof. You agree that if supplies are included in this Agreement, we will compare the actual quantity of supplies shipped to you against your inventory and the Equipment meter reading(s). This comparison is based on the manufacturer's published supply yield. Paper and staples are not included in this Agreement. You will notify us of the Equipment meter reading when we request it. You will give us reasonable access to the Equipment location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment within manufacturer's specifications, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract, or additional charges may apply. All replacement and repair parts will become our property. Once per year you may request that we adjust your minimum number of images by up to 20%. At the end of the first year of this Agreement and once each successive twelve-month period, the maintenance and supplies portion of the Monthly Payment and any Image Charges may be increased by a maximum of 15% of the then existing payment or charge.

**5. REDELIVERY OF EQUIPMENT, RENEWAL.** You shall provide us with written notice, by certified mail sent not less than 60 days nor more than 150 days prior to the expiration of the term or any renewal term, of your intention to either exercise any option to purchase all but not less than 5% of the Equipment (if we grant you such an option, as may be stated in an addendum hereto) or return the Equipment to us at the end of the term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Agreement, you agree to return the Equipment in accordance with paragraph 12. If we receive no such timely written notice from you, you do not pay the purchase price (if granted), or if you do not return the Equipment as required, this Agreement will automatically renew for succeeding six-month periods commencing at the expiration of the original term. If this Agreement is renewed, the first renewal payment will be due the first day after the original term expired. Any security deposit held by us shall continue to be held to secure your performance for the renewal period.

**6. LOSS OR DAMAGE; INSURANCE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss at its original Equipment cost, with us named as lender's loss payee; (b) You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or you fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum, provided we elect to apply this subsection A. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.**

**7. ASSIGNMENT. YOU MAY NOT SELL, ASSIGN, OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR WRITTEN CONSENT.** We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

**8. TAXES.** You will pay when due, either directly or by reimbursing us, all taxes and fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Agreement or as billed by us. We may charge you a monthly handling fee up to .15% of the original Equipment cost or an annual handling fee if billed annually, to reimburse us for our costs of preparing, reviewing and filing any such returns. We may charge you and you shall pay to us a one-time origination fee of up to \$75.00 to reimburse us for closing and investigation costs. If this Agreement (as defined below) is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us and also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law, including filing or other fees incurred by us. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. Sales or use tax upon will be payable over the term with a finance charge. We may charge you a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**9. LIABILITY.** You agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the use, condition, or possession of the Equipment. In no event will we be liable for any consequential or indirect damages. We reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the term of this Agreement.

**10. DEFAULT.** If you do not pay any sum when due, or if you breach any other term of this Agreement or any other agreement with us, or you make or have made any false statement or misrepresentation to us, or we determine that you have suffered a material adverse change in your financial condition, business or operations since the date of this Agreement, or you or any guarantor dies, dissolves or terminates existence or files bankruptcy, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and/or requiring you to stop using any financed software. You agree to pay all our costs and expenses, including, without limitation, reasonable attorney fees, incurred in enforcing this Agreement. You agree to pay all our recovery costs after a default, including, without limitation, (1) reasonable attorneys' fees; (2) reasonable attorneys' fees for getting a repossession order; (3) cost of suit; (4) \$250.00 to cover our internal collection overhead; (5) \$250.00 to cover our internal repossession and remarketing overhead if an internal repossession is made or attempted including travel costs to any deposition or court proceeding; and (6) all other reasonable out-of-pocket costs. You agree now that the above amounts are good and reasonable predictions of what actual costs and overhead will be and are not penalties. You also agree to pay interest on all past due amounts, from the due date, at 12% per year. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect.

**11. SECURITY DEPOSIT.** Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the initial term or any renewal term, if applicable, provided you are not in default. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly restore any amount so applied.

**12. RETURN OF EQUIPMENT.** If (a) you do not purchase the Equipment at the end of term (if we grant you such an option, as may be stated in an addendum hereto); or (b) this Agreement does not go into renewal, you will immediately return the Equipment at your expense to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Agreement and be immediately available for use by another without need of repair. You will reimburse us for all repair costs, any missing or defective parts or accessories, including manuals and licenses. All Equipment must be free of markings. You will continue to make Monthly Payments until the Equipment is received and accepted by us. You cannot pay off this Agreement or return the Equipment prior to the end of term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason. This includes but is not limited to; hard drives, disk drives or any other form of memory. Failure to securely remove this data could subject you to possible liability.

**13. FINANCE AGREEMENT.** You agree that this Agreement, in the hands of our assignee, qualifies as an agreement of the type defined in Section 2A-103 under the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**14. APPLICABLE LAW.** You want us to provide you the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. We both intend to comply with applicable laws. If it is determined that your Monthly Payment results in a payment greater than would be allowed by applicable law, then any excess collected by us will be applied to any outstanding balance due and owing under this Agreement adjusted to conform with such applicable law. In no event will we charge or receive or will you pay any amounts in excess of that allowed by applicable law. **YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.**

**15. LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING (WHICH IS SEPARATELY ENFORCEABLE AGAINST US BUT NOT ANY ASSIGNEE UNDER THIS AGREEMENT), WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE PROVIDE THE LEASE OF THIS EQUIPMENT "AS-IS". YOU CHOOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US. We are not responsible to you for any modifications or rescission of supplier or manufacturer warranties. You agree that you are unconditionally obligated to pay all amounts due under this Agreement for the entire term. You are not entitled to reduce or set-off against amounts due under this Agreement for any reason. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement.

**16. RESPONSIBILITIES/DISCLAIMER.** For network connected installations, we will not be held liable for any loss of computer data or any computer performance issues that occur during or after the installation. NOTE: because some software applications, and previously created documents may not support certain advanced functions, please check with your software manufacturer for compatibility.

**17. POSTAGE DEVICES.** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

**18. OTHER TERMS.** You acknowledge receipt of a copy of this Agreement. You agree to provide updated annual financial statements to us upon request. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature.

CUSTOMER RESPONSIBILITIES		
Network Addresses	Print Queue Names	Printer Names
Network Cable Drops	Required Electrical Power	Site Preparation/Accessibility
Provide access to the Customer	Computer Equipment	
Network Administrator	• Virus Free	
	• Sufficient Hard Drive	
	Space to Install	
	• Printer Drivers/Software	

ORIGINAL

# Agreement



APPLICATION NO.  
1246868

CONTRACT NO.

13701 Hutton Drive, Suite 102 | Dallas, TX 75234 | Phone: 972.888.1500 | Fax: 972.888.1529

The words you and your refer to the customer. The words Owner, we, us and our refer to ASI Leasing. Every attempt has been made to eliminate confusing language and create a simple, easy-to-read document.

### CUSTOMER INFORMATION

Full Legal Name Gold's Holding Corp			Street Address 4001 Maple Ave ste 200		
City Dallas	State TX	Zip 75219	Phone (214) 296-5843	Fax	
Billing Name (If Different From Above)			Billing Location/Street Address (If Different From Above)		
City	State	Zip	Federal Tax ID # 78-0641222	E-Mail ejohnson@goldsgym.com	

### EQUIPMENT LISTING SEE ATTACHED SCHEDULE FOR ADDITIONAL EQUIPMENT


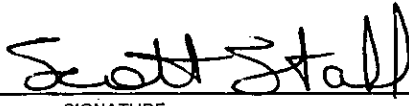
MAKE AND MODEL	DESCRIPTION	MAINTENANCE INCLUDED	SUPPLIES INCLUDED	SERIAL #	STARTING METER
(1) FP IPI2025	Folder/Inserter	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> Yes		
		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes		
		<input type="checkbox"/> Yes	<input type="checkbox"/> Yes		

### TERM AND PAYMENT SCHEDULE

Term	36 Months	Security Deposit*	Meter Reading Frequency:	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	*plus applicable taxes
Monthly Payment*	\$156.54	Minimum # of Images MFP - BLK	_____	Excess Cost Per MFP BLK Image*	_____	
		Minimum # of Images MFP - Color	_____	Excess Cost Per MFP Color Image*	_____	
		Minimum # of Images - BLK Prints	-	Excess Cost Per BLK Print*	_____	
		Minimum # of Images - Color Prints	-	Excess Cost Per Color Print*	_____	
		Minimum # of Images - BLK on Color Prints	-	Excess Cost Per BLK on Color Print*	_____	

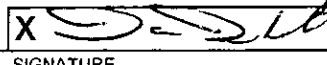
Notes: **THIS AGREEMENT IS NON-CANCELLABLE AND CANNOT BE TERMINATED EARLY.**

### OWNER ACCEPTANCE

5/10/17   VPF  
 DATED OWNER SIGNATURE TITLE

### CUSTOMER ACCEPTANCE

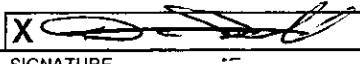
By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Upon signing below, your promises herein will be irrevocable and unconditional in all respects. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

1 May 2017 Gold's Holding Corp  CFO  
 DATED CUSTOMER SIGNATURE TITLE

PRINT NAME OF SIGNER Ian Dunkhill

### ~~CONTINUING GUARANTY~~

~~The undersigned, jointly and severally if more than one, unconditionally guarantee that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. The undersigned authorize(s) us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Within 30 days after our request, you will deliver all requested information (including financial statements) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.~~

 5/11/17  
 PRINT NAME OF PERSONAL GUARANTOR SIGNATURE DATED

### ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

 5/11/17  
 CUSTOMER SIGNATURE TITLE





# Terms and Conditions

**1. RENT/TERM OF AGREEMENT.** You agree to pay each month according to the Term and Payment Schedule on page 1 of the Agreement either (i) the Monthly Payment or (ii) the applicable Cost Per Image multiplied by the applicable Minimum Number of Images and aggregating them. You also agree to pay for each image in excess of the Minimum Number of Images multiplied by the applicable Excess Image Charge. The applicable payment shall be referred to herein as the Monthly Payment. This Agreement goes into effect the date you sign the Acceptance of Delivery ("Effective Date"). The term of this Agreement begins on a date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on page 1 of this Agreement. You agree to pay an interim Monthly Payment in the amount of one-third (1/3) of the Monthly Payment, for each day from and including the Effective Date until the day preceding the Commencement Date. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers, and any other numbers describing the Equipment. All other modifications to the Agreement must be in writing signed by each party.

**2. PAYMENT.** You agree to make the Monthly Payment either electronically or by mail. You authorize us to change the Monthly Payment by not more than 15% due to changes in the Equipment configuration, which may occur prior to our acceptance of this Agreement, and/or to comply with the tax laws of the state in which the Equipment is located. Restrictive endorsements on checks you send to us will not reduce your obligations to us. Whenever any Monthly payment or other payment is not made when due, you agree to pay us, within one month, a late charge of: (1) ten percent (10%) of the past due amount; or (2) the highest lawful charge, if less.

**3. LOCATION AND OWNERSHIP OF EQUIPMENT.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our prior written consent. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We own the Equipment, and have sole title to it.

**4. USE, MAINTENANCE AND INSTALLATION.** The charges established by this Agreement include payment for the use of the Equipment. Supplies and maintenance (during ASI normal business hours), including inspection, adjustment, parts replacement, drums, and cleaning material, may or may not be included in the charges of this Agreement, as shall be indicated on page 1 hereof. You agree that if supplies are included in this Agreement, we will compare the actual quantity of supplies shipped to you against your inventory and the Equipment meter reading(s). This comparison is based on the manufacturers published supply yield. Paper and staples are not included in this Agreement. You will notify us of the Equipment meter reading when we request it. You will give us reasonable access to the Equipment location so that we can check the Equipment's existence, condition and proper maintenance. You will use the Equipment within manufacturer's specifications, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard, full service maintenance contract, or additional charges may apply. All replacement and repair parts will become our property. Once per year you may request that we adjust your minimum number of images by up to 20%. At the end of the first year of this Agreement and once each successive twelve-month period, the maintenance and supplies portion of the Monthly Payment and any Image Charges may be increased by a maximum of 15% of the then existing payment or charge.

**5. REDELIVERY OF EQUIPMENT, RENEWAL.** You shall provide us with written notice, by certified mail sent not less than 60 days nor more than 150 days prior to the expiration of the term or any renewal term, of your intention to either exercise any option to purchase at but not less than all of the Equipment (if we grant you such an option, as may be stated in an addendum hereto) or return the Equipment to us at the end of the term. If you elect to return the Equipment to us at the expiration of the original or any renewal term of the Agreement, you agree to return the Equipment in accordance with paragraph 12. If we receive no such timely written notice from you, you do not pay the purchase price (if granted), or if you do not return the Equipment as required, this Agreement will automatically renew for succeeding six-month periods commencing at the expiration of the original term. If this Agreement is renewed, the first renewal payment will be due the first day after the original term expired. Any security deposit held by us shall continue to be held to secure your performance for the renewal period.

**6. LOSS OR DAMAGE; INSURANCE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). You agree (a) to keep the Equipment fully insured through a carrier acceptable to us against loss at its original Equipment cost, with us named as lender's loss payee; (b) You also agree to obtain a general public liability insurance policy from anyone who is acceptable to us and to include us as an additional insured on the policy; (c) to provide proof of insurance satisfactory to us no later than thirty (30) days following the commencement of this Agreement (or at commencement if we so elect), and thereafter upon our written request; (d) if you fail to obtain and maintain property loss insurance satisfactory to us and/or fail to provide proof of such insurance to us within thirty (30) days of the commencement of the Agreement, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum, provided we elect to apply this subsection A. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR OBLIGATION TO MAINTAIN LIABILITY INSURANCE COVERING THE EQUIPMENT.**

**7. ASSIGNMENT. YOU MAY NOT SELL, ASSIGN, OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR WRITTEN CONSENT.** We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of your obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

**8. TAXES.** You will pay when due, either directly or by reimbursing us, all taxes and fees, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment as part of this Agreement or as billed by us. We may charge you a monthly handling fee up to 15% of the original Equipment cost or an annual handling fee if billed annually, to reimburse us for our costs of preparing, reviewing and filing any such returns. We may charge you and you shall pay to us a one-time origination fee of up to \$75.00 to reimburse us for closing and investigation costs. If this Agreement (as defined below) is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us and also agree to pay us for any filing and releasing fees prescribed by the Uniform Commercial Code or other law, including filing or other fees incurred by us. Any fee charged under this Agreement may include a profit and is subject to applicable taxes. Sales or use tax due upfront will be payable over the term with a finance charge. We may charge you a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

**9. LIABILITY.** You agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the use, condition, or possession of the Equipment. In no event will we be liable for any consequential or indirect damages. We reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the term of this Agreement.

**10. DEFAULT.** If you do not pay any sum when due, or if you breach any other term of this Agreement or any other agreement with us, or you make or have made any false statement or misrepresentation to us, or we determine that you have suffered a material adverse change in your financial condition, business or operations since the date of this Agreement, or you or any guarantor dies, dissolves or terminates existence or files bankruptcy, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and/or requiring you to stop using any financed software. You agree to pay all our costs and expenses, including, without limitation, reasonable attorney fees, incurred in enforcing this Agreement. You agree to pay all our recovery costs after a default, including, without limitation, (1) reasonable attorneys' fees; (2) reasonable attorneys' fees for getting a repossession order; (3) cost of suit; (4) \$250.00 to cover our internal collection overhead; (5) \$250.00 to cover our internal repossession and remarketing overhead if an internal repossession is made or attempted including travel costs to any deposition or court proceeding; and (6) all other reasonable out-of-pocket costs. You agree that the above amounts are good and reasonable predictions of what actual costs and overhead will be and are not penalties. You also agree to pay interest on all past due amounts, from the due date, at 12% per year. You agree that any delay or failure to enforce our rights under this Agreement does not prevent us from enforcing any rights at a later time. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect.

**11. SECURITY DEPOSIT.** Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the initial term or any renewal term, if applicable, provided you are not in default. We may, but are not obligated to, apply any security deposit to cure any default by you, in which event you will promptly restore any amount so applied.

**12. RETURN OF EQUIPMENT.** If (a) you do not purchase the Equipment at the end of term (if we grant you such an option, as may be stated in an addendum hereto); or (b) this Agreement does not go into renewal, you will immediately return the Equipment at your expense to any location(s) and aboard any carrier(s) we may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Agreement and be immediately available for use by another without need of repair. You will reimburse us for all repair costs, any missing or defective parts or accessories, including manuals and licenses. All Equipment must be free of markings. You will continue to make Monthly Payments until the Equipment is received and accepted by us. You cannot pay off this Agreement or return the Equipment prior to the end of term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason. This includes but is not limited to; hard drives, disk drives or any other form of memory. Failure to securely remove this data could subject you to possible liability.

**13. FINANCE AGREEMENT.** You agree that this Agreement, in the hands of our assignee, qualifies as an agreement of the type defined in Section 2A-103 under the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**14. APPLICABLE LAW.** You want us to provide you the equipment referenced herein ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. We both intend to comply with applicable laws. If it is determined that your Monthly Payment results in a payment greater than would be allowed by applicable law, then any excess collected by us will be applied to any outstanding balance due and owing under this Agreement adjusted to conform with such applicable law. In no event will we charge or receive or will you pay any amounts in excess of that allowed by applicable law. **YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.**

**15. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING (WHICH IS SEPARATELY ENFORCEABLE AGAINST US BUT NOT ANY ASSIGNEE UNDER THIS AGREEMENT), WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE PROVIDE THE LEASE OF THIS EQUIPMENT "AS-IS". YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US. We are not responsible to you for any modifications or rescission of supplier or manufacturer warranties. You agree that you are unconditionally obligated to pay all amounts due under this Agreement for the entire term. You are not entitled to reduce or set-off against amounts due under this Agreement for any reason. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement.**

**16. RESPONSIBILITIES/DISCLAIMER.** For network connected installations, we will not be held liable for any loss of computer data or any computer performance issues that occur during or after the installation. NOTE: because some software applications, and previously created documents may not support certain advanced functions, please check with your software manufacturer for compatibility.

**17. POSTAGE DEVICES.** Postage measurement devices referenced herein which are subject to a rental agreement between you and an authorized manufacturer ("Postage Manufacturer"), are not part of the Equipment and your use and the ownership of such devices will be governed exclusively by your rental agreement with the Postage Manufacturer. You will need to reference your rental agreement with the Postage Manufacturer for the term of, and your rights and obligations under, the rental agreement. For your convenience, payments under this Agreement may include the rental amounts you owe the Postage Manufacturer under the rental agreement.

**18. OTHER TERMS.** You acknowledge receipt of a copy of this Agreement. You agree to provide updated annual financial statements to us upon request. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature.

CUSTOMER RESPONSIBILITIES		
Network Addresses	Print Queue Names	Printer Names
Network Cable Drops	Required Electrical Power	Site Preparation/Accessibility
Provide access to the Customer	Computer Equipment	
Network Administrator	• Virus Free	
	• Sufficient Hard Drive	
	Space to Install	
	• Printer Drivers/Software	



625 First Street SE Ste 800  
Cedar Rapids IA 52401  
Phone 866.735.1525  
Fax 319.261.6199

June 22, 2020

Gold's Holding Corp.  
4001 Maple Ave Ste 200  
Dallas, TX 75219-3249

Re: Notice of Prior Assignment

To Whom It May Concern:

Your company entered into certain agreements for the use, lease, rental, or financing of certain hardware and/or software (collectively, the "Equipment") with your vendor, ASI Leasing ("Your Vendor"), which agreements are identified in our records as Agreement Nos. 1246865 and 1246868 (the "Agreements"). On or shortly before the commencement date of the Agreements, Your Vendor assigned its rights in the Equipment and Agreements, including all of its rights to receive payments relating to the rental or financing of the Equipment under the Agreements, to GreatAmerica Financial Services Corporation ("GreatAmerica"), as contemplated by the assignment provision in your Agreements (the "Assignment"). Please direct all correspondence concerning the Agreements as follows:

<b>Payments under the Agreement should be mailed to:</b>	<b>Other correspondence should be sent to the above fax number or e-mail address, or mailed to:</b>
<b>GreatAmerica Financial Services Corporation P.O. Box 660831 Dallas, TX 75266-0831</b>	<b>GreatAmerica Financial Services Corporation P.O. Box 609 Cedar Rapids, IA 52406-0609</b>

All account management concerning the Agreements will be handled by GreatAmerica. If you have any questions, please contact me at the below number or e-mail address.

Yours,

Elizabeth "Bea" Wendel  
Legal Analyst  
Tel. 866.735.1525 Fax 319.261.6199  
bwendel@greatamerica.com

MAR 10 2006

**AGREEMENT AND BLANKET ASSIGNMENT OF LEASE**

This Agreement and Blanket Assignment of Lease (the "Agreement") is entered into this \_\_\_\_ day of February, 2006, by and between ASI Business Solutions, Ltd. d/b/a ASI Business Solutions and also d/b/a ASI Leasing. ("Assignor") and GreatAmerica Leasing Corporation ("Assignee").

On or about February \_\_\_\_, 2006, Assignor and Assignee entered into a Private Label Vendor Agreement (the "Program Agreement"). Except as otherwise defined herein, all capitalized terms herein shall have the same meaning as in the Program Agreement.

- A. Pursuant to the Program Agreement, the Assignee may buy equipment from the Assignor and enter into Transactions with customers of Assignor using Transaction Documents which may show the Assignor as the Lessor.
- B. The Transaction Documents, including the Lease Agreements and the rental payments, are by their terms assignable by Assignor and the Assignee desires to acquire the rights thereto subject to certain conditions herein and pursuant to the terms and conditions referenced in the Program Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations hereinafter set forth, which are hereby acknowledged to be good and valuable, it is agreed as follows:

1. Subject to the terms and conditions of the Program Agreement, the Assignor hereby assigns to Assignee, its successors and assigns, all of Assignor's right, title and interest in the Transaction Documents, including the Lease Agreements, whether now existing or existing in the future, and the rental payments, and the Equipment which is subject to the Lease Agreements.
2. The assignment of each Transaction shall be deemed to occur (the "Assignment Effective Date") upon Assignee's issuance of the payment for the Transaction and Assignor shall be deemed at that time to absolutely assign, sell and transfer to Assignee, free and clear of all liens, encumbrances and competing interests, good title to the Transaction Documents and the Equipment.
3. Assignor warrants that it has the right to make this Agreement and has not heretofore alienated, assigned, or otherwise disposed of said Transaction Documents, or any part thereof, or any of the sums due or to become due thereunder and will not due at anytime hereafter.

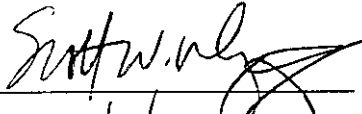
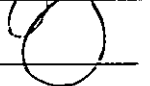
Except as specifically modified in this Agreement, all other terms and conditions of the Program Agreement are hereby reaffirmed and shall remain in full force and effect. The parties have executed this Agreement and Blanket Assignment of Lease as of the later execution date below. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

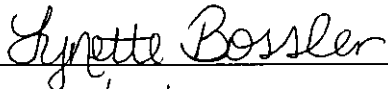
IN WITNESS WHEREOF, the parties have signed this Agreement and Blanket Assignment of Lease on the date indicated below.

Assignor: ASI Business Solutions, Ltd.  
d/b/a ASI Business Solutions  
and also d/b/a ASI Leasing

Assignee: GreatAmerica Leasing Corporation

By: its General Partner, Acquisition Specialists, Inc.

By:   
Dated: 3/8/06 

By:   
Dated: 3/10/06

**ORIGINAL**