


UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: J.L. French Corporation and J.L. French, LLC		Case Number: 09-12449
NOTE: <i>This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): GreatAmerica Leasing Corporation		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: GreatAmerica Leasing Corporation PO Box 609, Cedar Rapids, IA 52406 Telephone number: (866) 735-1525		
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>24,033.70</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____ *Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
2. Basis for Claim: <u>Leased equipment</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>446396, 480129</u> 3a. Debtor may have scheduled account as: (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Value of Property: \$ <u>Unknown</u> Annual Interest Rate <u>Inclusive%</u> Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: 08/05/2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Debbie Burns - Litigation Assistant <i>Debbie Burns</i>	FOR COURT USE ONLY JL French Auto Castings  00167

Name: J.L. French Corp & J.L. French LLC
Lease Number 446396 & 480129
Date: 08/05/2009

Unpaid Rentals	\$	20,011.08
Residual (Purchase Option)	\$	2,573.30
Sales Tax	\$	869.50
Misc Fees (cert. mail, return check)		
Insurance Fees		
Litigation Fees		
Excess Copy Charge		
Billed PPTX		
Estimated PPTX	\$	450.32
Accrued Late Charges	\$	129.50
Proceeds from Sale of Equipment		
Security Deposit on File		

Total Claim Amount \$ 24,033.70



Lease Agreement

LESSOR: GreatAmerica Leasing Corporation@
625 First Street SE, Cedar Rapids, IA 52401
PO Box 609, Cedar Rapids, IA 52406-0609

Agreement No. 446396

LESSEE (hereinafter referred to as "You" or "Your")
Full Legal Name: J.L. French Corporation
Address: 3101 S Taylor Dr, Sheboygan, WI 53081-8424
VENDOR (Vendor is not GreatAmerica's Agent nor is Vendor authorized to waive or alter any terms of this Lease): NEP, Inc.
EQUIPMENT LOCATION (if other than above): 3101 S Taylor Dr

TERMS AND CONDITIONS • PLEASE READ CAREFULLY BEFORE SIGNING

DESCRIPTION OF EQUIPMENT LEASED - [] See attached schedule for additional equipment

Table with 3 columns: Quantity, Type, Make, Model Number and Included accessories, Serial #. Row 1: 1, Konica Minolta Bizhub 250, DF 605, FK503, DK501, 32 MB MEMORY, 31120469

48 MONTHLY RENTAL PAYMENTS OF \$ 163.27 (plus tax) SECURITY DEPOSIT \$0

PURCHASE OPTION: (CHECK ONE) [X] FAIR MARKET VALUE [] \$1.00 or [] OTHER (% of equipment cost)

LEASE AGREEMENT AND FEES: You want to acquire the Equipment from Vendor by having Us, GreatAmerica, buy the Equipment and lease it to You. This Lease Agreement ("Lease") will begin on the date the Equipment is delivered to You...

NO WARRANTY: You are leasing the Equipment AS IS. We did not manufacture it. You chose the Equipment and Vendor based on Your judgment. You may contact the Vendor for a statement of the warranties, if any, that the manufacturer or Vendor is providing...

EQUIPMENT USE AND REPAIR: The Equipment shall be used for business purposes only and the risk of non-compliance with any applicable laws is Yours. You shall keep the Equipment in good working order and not move it without Our written acknowledgment. Except for normal wear and tear, You are responsible for any damage or loss to the Equipment...

END OF TERM: If You fail to 1) return the Equipment to Us in average saleable condition ("ASC") to a location specified by Us at the end of the Lease term (or any renewal term); 2) timely pay the purchase option; or 3) provide Us written notice at least 60 days before the expiration of the term or renewal term, then this Lease will renew on the same terms on a monthly basis...

the Equipment from Us "WHERE IS, AS IS" for the option price indicated above, if any, and any security deposit (which may be commingled with Our other assets) will be refunded without interest. You may not pay off this Lease and return the Equipment prior to the end of the Lease term without Our consent and We may charge You, in addition to the other amounts owed, an early termination fee equal to five percent (5%) of the amount We paid for the Equipment.

OWNERSHIP/SECURITY INTEREST: If a \$1 purchase option applies above, then You are the owner of the Equipment and You hereby grant Us a security interest in it to secure Your performance of this Lease. If the \$1 option does not apply, then We own the Equipment. We may file a UCC financing statement to show Our interest hereunder.

SOFTWARE: Except as provided in this paragraph, all references to "Equipment" include any software. We do not own the software. We are not responsible for the software or the obligations owed by either You or the licensor under any license agreement. If You exercise a purchase option on the Equipment, You understand We cannot transfer the software to You.

INSURANCE: You agree: (a) to keep the Equipment fully insured against loss at its replacement cost, with Us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Lease, 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 Lease, We have the option, but not the obligation, to 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; (e) if We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected; (f) if We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than the premium that You would pay if You placed the insurance independently and may result in a profit to Us through an investment in reinsurance. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Lease plus Our estimated residual value, both discounted at 6% per year.

TAXES: You will pay when due all taxes and fees relating to the Equipment and this Lease. If You have a \$1 purchase

option, You agree (except in OR, CO or CT) to file any required personal property tax returns. Sales or use tax due up front will be billed monthly, plus a finance charge.

DEFAULT: If You do not pay any sum by its due date, or You breach any other term of this Lease or any other agreement with Us, You will be in default. If You default, We may require that You: 1) pay all past due amounts under this Lease, 2) pay all future amounts owed for the unexpired term, plus Our booked residual, discounted at the rate of 6% per annum, and 3) return the Equipment to Us. We may also use any and all remedies available to Us under the UCC or any other law, including the right to repossess the Equipment. You agree to pay all costs and expenses, including attorney's fees, We incur in any dispute related to this Lease. You also agree to pay interest on all past due amounts, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest lawful rate.

ASSIGNMENT: You have no right to sell, assign or sublease the Equipment or this Lease. WE MAY SELL OR ASSIGN THIS LEASE OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU. YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS LEASE, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS AND WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY OTHER PARTY.

WAIVER OF ARTICLE 2A RIGHTS: You agree that this Lease is (and/or shall be treated as) a "finance lease" as that term is defined in Article 2A of the UCC. You hereby waive any and all rights and remedies granted to You by Sections 2A-508 through 2A-522 of the UCC.

MISCELLANEOUS: You agree that this Lease is the entire agreement between You and Us and supersedes any purchase order. Any change must be in a writing signed by each party. The original of this Lease shall be that copy which bears a facsimile or original of Your signature, and which bears Our original signature. ANY CLAIM RELATED TO THIS LEASE WILL BE GOVERNED BY IOWA LAW AND WILL BE ADJUDICATED IN A STATE OR FEDERAL COURT LOCATED IN CEDAR RAPIDS, IOWA, OR IN THE CITY IN WHICH OUR ASSIGNEE'S PRINCIPAL OFFICE IS LOCATED. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.

THIS LEASE IS NOT BINDING ON US UNTIL WE SIGN BELOW.

LESSOR: GreatAmerica Leasing Corporation

By: [Signature] Date Accepted: 2-21-08
Print Name & Title:

THIS LEASE IS NON-CANCELABLE FOR THE FULL LEASE TERM.

LESSEE: (As stated Above - by its undersigned authorized representative)

[Signature] Date: 2-25-08
Print Name & Title: STEVEN A. BOYACK
VP FINANCE & TREASURER

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Lessee will timely perform all obligations under the above Lease. The undersigned also waive(s) any notification if the Lessee is in default and consent(s) to any extensions or modifications granted to the Lessee. In the event of default, the undersigned will immediately pay all sums due under the terms of the Lease without requiring Lessor to proceed against Lessee, any other party or the Equipment. The undersigned consents to personal jurisdiction, venue, choice of law and jury trial waiver as stated in the Lease and agrees to pay all costs and expenses, including attorney's fees, incurred by Lessor related to this guaranty and the Lease.

X _____ Individually X _____ Individually

CERTIFICATE OF ACCEPTANCE OF LEASED EQUIPMENT

The Lessee hereby certifies that the Equipment has been delivered/received at the location specified above, is installed, is in good working order, and is unconditionally accepted.

[Signature] Date: 2-25-08

STEVEN A. BOYACK

ORIGINAL



Cost Per Image Lease Agreement

Agreement No. 480129

SEP 17 2008

LESSEE (hereinafter referred to as "You" or "Your")
 Full Legal Name
J.L. FRENCH LLC
 Address: **3101 S Taylor Dr** City: **Sheboygan** State: **WI** Zip: **53081-8424**

VENDOR
 Name: **NEP Co., Inc.** City: **Appleton** State: **WI**

TERMS AND CONDITIONS - PLEASE READ CAREFULLY BEFORE SIGNING

Quantity	DESCRIPTION OF EQUIPMENT Type, Make, Model Number and included accessories	Serial #	Beginning Meter Reading		Monthly Image Allowance Per Machine (If not Consolidated)	
			Color	Black and White	Color	Black and White
1	Konica Minolta 350 Copier System DF805, PC 402, FS508, PU501, FK 503	31135565	n/a	60	N/A	10,000

See attached schedule for additional equipment. Total Consolidated Monthly Image Allowance (N/A if not consolidated)

EQUIPMENT LOCATION (if other than above) City: **Sheboygan** State: **WI** County: **Sheboygan**

Number of Monthly Payments	Minimum Monthly Payment	Excess Per Image Charge Black & White	Excess Per Image Charge Color	Security Deposit
48	\$366.72 (plus tax)	\$.011 (plus tax)	\$N/A (plus tax)	\$0.00

METER READ FREQUENCY: (Monthly if not checked) Monthly Quarterly Semi-annually Annually **60-day deferred lease**

END OF LEASE OPTIONS: FAIR MARKET VALUE PURCHASE OPTION \$1.00 PURCHASE OPTION

- LEASE AGREEMENT.** Subject to the terms of this Cost Per Image Lease Agreement ("Agreement"), Lessor ("also referred to as "We", "Us" and "Our") agrees to lease to Lessee (also referred to as "You" or "Your"), and You agree to lease from Us, the equipment described above ("Equipment"). This Agreement contains the entire agreement between You and Us and no modifications of this Agreement shall be effective unless in writing and signed by the parties.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When You receive the Equipment, You agree to inspect it and verify by telephone or in writing such information as We may require. You hereby authorize Us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, signature date, and Your name. **ONCE YOU SIGN THIS AGREEMENT AND WE ACCEPT IT, THIS AGREEMENT WILL BE NON-CANCELABLE FOR THE FULL AGREEMENT TERM.**
- GOVERNING LAW, CONSENT TO JURISDICTION AND VENUE OF LITIGATION.** This Agreement and each Schedule shall be governed by the Internal laws for the state in which Lessor or Lessor's assignee's principal corporate offices are located. **IF THIS AGREEMENT IS ASSIGNED, YOU AGREE THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE ANY RIGHT TO TRANSFER VENUE. EACH PARTY WAIVES ANY RIGHT TO A TRIAL BY JURY.**
- ORIGINAL/FACSIMILE SIGNATURE/SECOND PAGE.** The original of this Agreement shall be that copy which bears a facsimile or original of Your signature and which bears Our original signature. **BY SIGNING THIS PAGE, YOU ACKNOWLEDGE THAT YOU RECEIVED AND HAVE READ THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT.**
- TITLE.** Except for any software covered by this Agreement (the "Software"), We are the owner of the Equipment. We do not own the Software. We are not responsible for the Software or the obligations owed by either You or the licensor under any License Agreement for the Software. If You properly exercise the purchase option, if any, for the Equipment, You understand that We do not own the Software and cannot transfer it to You. Except as provided in this paragraph, all references to "Equipment" in this Agreement includes the Software.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THIS SIDE AND ON THE REVERSE SIDE, ALL OF WHICH PERTAIN TO THIS AGREEMENT AND WHICH YOU ACKNOWLEDGE HAVING READ. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY US. YOU CERTIFY ALL ACTIONS REQUIRED TO AUTHORIZE EXECUTION OF THIS AGREEMENT, INCLUDING YOUR AUTHORITY, HAVE BEEN FULFILLED.

LESSOR: (As Stated Above) LESSEE: (As Stated Above)

By: Dwight Bunch Date Accepted: _____ By: X [Signature] Date: 9/11/08

Signature Signature

Print Name & Title: _____ Print Name & Title: DAN WEISS Controller

UNCONDITIONAL GUARANTY TO LESSOR

In consideration of Lessor entering into the above Agreement in reliance on this Guaranty, the undersigned, jointly and severally, unconditionally and irrevocably guarantee to Lessor and to any assignee of Lessor, the prompt payment and performance of all of Lessee's obligations under the above Agreement and all existing and future Agreements between Lessor and Lessee. The undersigned agree(s): (a) that this is a guarantee of payment and not of collection and that Lessor or its assignee may proceed directly against the undersigned without disposing of any security or seeking to collect from Lessee; (b) to waive all defenses and notices, including those of protest, presentment and demand; (c) that Lessor may extend or otherwise change the terms of the Agreement without notice to the undersigned; and (d) to pay all of Lessor's costs of enforcement and collection. This guarantee survives the bankruptcy of the Lessee and binds the undersigned's administrators, successors and assigns. **IF THE ABOVE AGREEMENT IS ASSIGNED BY LESSOR, THE UNDERSIGNED AGREE(S) THAT ANY DISPUTE ARISING UNDER OR RELATED TO THIS GUARANTY WILL BE ADJUDICATED IN THE FEDERAL OR STATE COURT WHERE THE ASSIGNEE'S CORPORATE HEADQUARTERS IS LOCATED AND WILL BE GOVERNED BY THE LAW OF THAT STATE. THE UNDERSIGNED HEREBY CONSENT(S) TO PERSONAL JURISDICTION AND VENUE IN THAT COURT AND WAIVE(S) ANY RIGHT TO TRANSFER VENUE. EACH OF THE UNDERSIGNED WAIVES ANY RIGHT TO A TRIAL BY JURY.**

X _____, Individually X _____, Individually

CERTIFICATE OF ACCEPTANCE OF RENTED EQUIPMENT

The Customer hereby certifies the Equipment has been delivered to the location specified above and the Equipment has been received, installed and is in good working order.

X [Signature] Date: 9/11/08

Working together with GreatAmerica Leasing Corporation, a third party equipment financing source.

ORIGINAL

6. **NET AGREEMENT.** YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL MINIMUM MONTHLY PAYMENTS AND OTHER AMOUNTS DUE FOR THE ENTIRE AGREEMENT TERM NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF YOU NO LONGER CAN USE IT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST MINIMUM MONTHLY PAYMENTS OR OTHER AMOUNTS DUE TO US OR TO ANYONE TO WHOM WE TRANSFER OUR RIGHTS UNDER THIS AGREEMENT, WHETHER YOUR CLAIM ARISES OUT OF THIS AGREEMENT, ANY STATEMENT BY THE VENDOR, OR ANY MANUFACTURER'S OR VENDOR'S LIABILITY, STRICT LIABILITY OR NEGLIGENCE OR OTHERWISE. THIS AGREEMENT IS DEEMED TO BE A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.
7. **DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO YOU IN "AS-IS" CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS AGREEMENT. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY CLAIM THAT YOU MAY HAVE OR ASSERT AGAINST THE VENDOR OR EQUIPMENT MANUFACTURER, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. You are aware of the Equipment manufacturer and You will contact the manufacturer for a description of Your warranty rights. Provided You are not in default under this Agreement, You may enforce all warranty rights directly against the manufacturer of the Equipment. If this Agreement is assigned by Us, You agree to settle any dispute You may have regarding performance or maintenance of the Equipment directly with the manufacturer or Vendor of the Equipment.
8. **IMAGE CHARGES.** Payments are due monthly, beginning the date the Equipment is delivered to You or any later date designated by Us and continuing on the same day of each following month until fully paid. Your Minimum Monthly Payment obligation is unconditional and is not subject to any reduction, set-off, defense or counterclaim for any reason whatsoever. In return for Minimum Monthly Payments, You are entitled to make the total number of images reflected in the Monthly Image Allowance shown on the front of this Agreement each month (if consolidated), or the Monthly Image Allowance Per Machine (if not consolidated), all as set forth on the front of this Agreement. If You use more than the applicable Allowance(s) in any month, You will pay Us an additional charge equal to the number of additional metered images multiplied by the applicable Excess Per Image Charge. Notwithstanding any adjustment, You will never pay less than the Minimum Monthly Payment. You agree to provide Us or the Vendor with the actual meter readings on any business day of each month as designated by Us or the Vendor, provided that We may estimate the number of images used if such meter readings are not received by Us within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Per Image Charges are based on estimated average page coverage for black and white images and for color images, not to exceed manufacturers suggested yield. These percentages are based on 8.5" x 11" paper. You agree that We may proportionately increase Your Per Image Charges at any time if the Vendor's estimated average page coverage is exceeded in any month during the term of this Agreement. We may annually increase both the Minimum Monthly Payment and the Excess Per Image Charge by the then prevailing rates. We may charge You a reasonable fee to cover documentation and investigation costs. Any security deposit is refundable when the Agreement expires, provided all Agreement terms and conditions have been properly fulfilled by You. Security deposits may be commingled with Our other assets and will not earn interest. You may not pay off this Agreement prior to the end of the Agreement term without our consent and We may charge You, in addition to the other amounts owed under this Agreement, an early termination fee equal to five percent (5%) of the total amount We paid for the Equipment.
9. **USE AND MAINTENANCE.** You agree that the Equipment is owned by Us and will be used for business purposes only. You will keep the Equipment in good repair, condition and working order, except ordinary wear and tear, and will furnish all parts and servicing required. You may modify the Equipment only with Our prior written consent.
10. **LOCATION, INSPECTION AND RETURN OF EQUIPMENT.** You will not move the Equipment from its location noted in this Agreement without Our prior written consent. We will have the right to enter the premises where the Equipment is located to confirm its existence, condition and proper maintenance. The Equipment may be moved only by Us or by an agent authorized by Us. At the expiration of the initial stated term ("Initial Term") of this Agreement, any renewal term, or upon earlier termination due to default, You shall immediately at Your expense return the Equipment in "average salable condition" to such place as is designated by Us. At least 60 days prior to the expiration of the Initial Term of this Agreement, or any renewal term, You shall give Us written notice of Your intention to return the Equipment to Us. If You fail to provide such notice, or having provided such notice, You fail to return the Equipment as provided herein, this Agreement will automatically renew on an annual basis, despite written notification from You to the contrary. The Monthly Minimum Rental Payment and the Excess Image Charges for such renewal period(s) shall be the same as at the expiration of the Initial Term. Your Minimum Monthly Rental Payment and Your per image charges during the initial twelve months of renewal terms will be the same as those payable in the final months of the Initial Term, subject to applicable annual adjustments. "Average salable condition" means the Equipment is immediately available for use by another customer without the need of any repair or refurbishment.
11. **LOSS OR DAMAGE.** You assume and bear the risk of loss or damage to the Equipment. If the Equipment is lost or damaged, You agree to replace or repair the Equipment and to continue to pay all Minimum Monthly Payments.
12. **INSURANCE.** You agree: (a) to keep the Equipment fully insured against loss at its replacement cost, with Us named as loss payee; (b) to maintain comprehensive public liability insurance acceptable to Us; (c) to provide proof of insurance satisfactory to Us no later than thirty (30) days following the commencement of this Agreement, 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 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; (e) if We place insurance on the Equipment, We will not name You as an insured and Your interests may not be fully protected; (f) if We secure insurance on the Equipment, You will pay Us an amount for the premium which may be higher than the premium that You would pay if You placed the insurance independently and may result in a profit to Us through an investment in reinsurance. Any insurance proceeds received will be applied, at Our option, (i) to repair, restore or replace the Equipment, or (ii) to pay Us the remaining balance of the Agreement plus Our estimated residual value, both discounted at 6% per year.
13. **INDEMNITY.** We are not responsible for any losses or injuries caused by the installation or use of the Equipment, and You agree to indemnify Us with respect to all claims for losses imposed on, incurred by or asserted against Us including attorney's fees and costs of defense, plus interest, where such claims in any way relate to the Equipment. Furthermore, You agree, if requested by Us, to defend Us against any claims for losses or injuries caused by the Equipment.
14. **TAXES.** You agree that, in addition to You paying any applicable sales or use taxes under this Agreement, you will also pay to Us as additional rent an amount equal to any personal property taxes, use taxes, ad valorem taxes, or other governmental taxes or fees of any kind which are assessed against Us or which are paid by Us with respect to the Equipment or this Agreement.
15. **SOFTWARE.** We do not own any software ("Software") included in the description of the Equipment. We are not responsible for the Software or the obligations owed by either You or the Licensor under any License Agreement for the Software. You understand that We cannot transfer the Software to You. Except as provided in this paragraph, all references to "Equipment" in this Agreement include the Software.
16. **DELINQUENT AMOUNTS AND ADVANCES.** If any payment or additional amounts or other sums required to be paid by You under this Agreement are not paid when due, such overdue amount will accrue interest, from the due date until paid, at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by applicable law. In addition, You will pay Us a "late charge" equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, whichever is less. This late charge will be due and payable with the next monthly payment due. In the event that We have to make advance payments of any kind to preserve the agreement property, or to discharge any tax, the amount advanced by Us will be repayable by You to Us, together with interest until paid.
17. **DEFAULT AND REMEDIES.** Any of the following events or conditions will constitute default hereunder: (a) You fail to pay any sum due Us within ten (10) days after the due date thereof; (b) You fail to observe or perform any other term, covenant or condition of this Agreement and such failure continues for ten (10) days following the receipt of written notice from Us; (c) the filing by or against You of a petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors; (d) the voluntary or involuntary making of an assignment of a substantial portion of Your assets by You for the benefit of creditors, appointment of a receiver or trustee for You or for Your assets, commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Your affairs, or You cease doing business as a going concern; (e) any representation or warranty made by You herein or in any document delivered by You in connection herewith will prove to have been misleading in any material respect when made; or (f) You are in default under any other contract with Us. Upon the occurrence of an event of default, We may, at Our option, require You (i) to pay as liquidated damages and not as a penalty the present value, discounted at a rate of 6% per annum, of the remaining balance of the Agreement plus Our estimated residual value, and (ii) regardless of whether such amounts are paid, to return the Equipment. We may use any other remedies available to Us under applicable law, such as holding You liable for the difference between the remaining unpaid payments and the fair market value of the Equipment. Although You agree that We have no obligation to sell the Equipment, if We do sell the Equipment, We will reduce the amount You owe by what We receive. These remedies will be applied, to the extent allowed by law, cumulatively. In addition, You agree to pay Us all costs and expenses, including attorney's fees, incurred by Us, in exercising or attempting to exercise any of Our rights or remedies, plus interest at the highest lawful rate on all amounts owing until paid. If this Agreement is deemed to create a security interest, remedies will include those available under Article 9 of the UCC. A waiver of default shall not be construed as a waiver of any other or subsequent default.
18. **ASSIGNMENT.** You have no right to sell, assign or sublease the Equipment or this Agreement. **WE MAY SELL OR ASSIGN THIS AGREEMENT OR OUR RIGHTS IN THE EQUIPMENT, IN WHOLE OR IN PART, TO A THIRD PARTY WITHOUT NOTICE TO YOU. YOU AGREE THAT IF WE SELL OR ASSIGN AN INTEREST IN THIS AGREEMENT, THE ASSIGNEE WILL HAVE OUR RIGHTS, BUT WILL NOT HAVE OUR OBLIGATIONS AND WILL NOT BE SUBJECT TO ANY CLAIM, DEFENSE OR SET-OFF THAT YOU COULD ASSERT AGAINST US OR ANY OTHER PARTY.**
19. **TRANSITIONAL BILLING.** If We designate as the Agreement commencement date or effective date a date which is later than the date the Equipment is delivered to You, then You shall pay Us interim rent for each day, from the date the Equipment is delivered to You until the commencement date, equal to the Minimum Monthly Payment divided by 30.
20. **END OF LEASE OPTIONS.** Provided You are not in default, We grant You the option to purchase all (not part) of the Equipment at the expiration of the term of this Agreement at the Purchase Option amount stated on the front, payable in cash to Us or Our Assignee, AS-IS, WHERE IS, WITH NO EXPRESS OR IMPLIED WARRANTY.
21. **MISCELLANEOUS.** If a court finds any provision of this Agreement to be unenforceable, the remaining terms of this Agreement shall remain in effect. All of Your written notices to Us must be sent by certified mail. Notwithstanding terms and conditions contained in any purchase order relating to the Equipment, the terms and conditions of this Agreement will prevail.
22. **LESSOR WAIVERS.** You waive notices of Our intent to accelerate the rent, the acceleration of the rent and of the enforcement of Our rights. **WE AND YOU EACH AGREE TO WAIVE AND TO TAKE ALL REQUIRED STEPS TO WAIVE ALL RIGHTS TO A JURY TRIAL.** To the extent You are permitted by law, You waive all rights and remedies You have under Article 2A (Sections 508-522) of the Uniform Commercial Code, including but not limited to Your rights to: (i) cancel or repudiate the Agreement; (ii) reject or revoke acceptance of the Equipment; (iii) recover damages from Us for any breach of warranty or for any other reason; and (iv) grant a security interest in any Equipment in Your possession. To the extent You are permitted to by law, You also waive any rights You now or later may have under any statute or otherwise which require Us to sell, lease or otherwise use any Equipment to reduce Our damages or which may otherwise limit or modify any of Our rights or remedies. Any action You take against Us for any default, including breach of warranty or indemnity, must be started within one (1) year after the event which caused it. We will not be liable for specific performance of this Agreement or for any losses, damages, delay or failure to deliver the Equipment. You authorize Us to sign on Your behalf and file at any time any documents in connection with the UCC.

ORIGINAL

Agreement No. 480129

Initials X

AGREEMENT AND BLANKET ASSIGNMENT OF LEASE

30th This Agreement and Blanket Assignment of Lease (the "Agreement") is entered into this day of April 2008, by and between Northeast Photocopy Company, Inc. ("Assignor") and GreatAmerica Leasing Corporation ("Assignee").

On or about April 30, 2008, 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 do so 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: Northeast Photocopy Company, Inc.

By: Susan N. Tourville

Print Name & Title: Susan N. Tourville
VP Sales & Mktg.

Dated: 4-30-08

Assignee: GreatAmerica Leasing Corporation

By: David Pohlman

Print Name & Title: Sr VP/GM David Pohlman

Dated: 5-2-08