B10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT Northern DISTRICT OF Illinois

PROOF OF CLAIM

Name of Debtor: Rockford Products Corporation

Case Number: 07-71768

NOTE *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*

Name of Creditor (the person or other entity to whom the debtor owes money or property)
Prime Corporate Leasing Inc

Name and address where notices should be sent
Prime Corporate Leasing, Inc
c/o Attorney Bradley T Koch
800 N Church Street, Rockford IL 61103

Telephone number
815-962-7071

☐ Check this box to indicate that this claim amends a previously filed claim

Court Claim Number _____
(*If known*)

Filed on _____

Name and address where payment should be sent (if different from above)
Prime Corporate Leasing, Inc
801 East South Street P O Box 240
Freeport IL 61032

Telephone number
815-235-2121

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim Attach copy of statement giving particulars

☐ Check this box if you are the debtor or trustee in this case

1 Amount of Claim as of Date Case Filed $ 9,376.04

If all or part of your claim is secured complete item 4 below however if all of your claim is unsecured do not complete item 4

If all or part of your claim is entitled to priority complete item 5

☐ Check this box if claim includes interest or other charges in addition to the principal amount of claim Attach itemized statement of interest or charges

2 Basis for Claim Lease Agreement
(See instruction #2 on reverse side)

3 Last four digits of any number by which creditor identifies debtor _____

3a Debtor may have scheduled account as _____
(See instruction #3a on reverse side)

4 Secured Claim (See instruction #4 on reverse side)
Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information

Nature of property or right of setoff ☐ Real Estate ☐ Motor Vehicle ☐ Other
Describe

Value of Property $_____ **Annual Interest Rate**___%

Amount of arrearage and other charges as of time case filed included in secured claim,

if any $_____ **Basis for perfection** _____

Amount of Secured Claim $_____ **Amount Unsecured $**_____

5 Amount of Claim Entitled to Priority under 11 U S C §507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim

☐ Domestic support obligations under 11 U S C §507(a)(1)(A) or (a)(1)(B)

☐ Wages salaries or commissions (up to $10 950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor s business whichever is earlier – 11 U S C §507 (a)(4)

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

☐ Up to $2 425* of deposits toward purchase lease or rental of property or services for personal family or household use – 11 U S C §507 (a)(7)

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

☐ Other – Specify applicable paragraph of 11 U S C §507 (a)(__)

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*

6 Credits The amount of all payments on this claim has been credited for the purpose of making this proof of claim

7 Documents Attach redacted copies of any documents that support the claim such as promissory notes purchase orders invoices itemized statements or running accounts contracts judgments mortgages and security agreements You may also attach a summary Attach redacted copies of documents providing evidence of perfection of a security interest You may also attach a summary (*See definition of redacted on reverse side*)

DO NOT SEND ORIGINAL DOCUMENTS ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING

If the documents are not available please explain

6/10/08

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

Bradley T Koch Holmstrom & Kennedy, P C
Attorney for Prime Corporate Leasing Inc

☐ FOR COURT USE ONLY

FILED
JUN 13 2008
BMC

Penalty for presenting fraudulent claim Fine of up to $500 000 or imprisonment for up to 5 years or both 18 U S C §§ 152 and 3571

Rockford Products Corp
00323

COMMERCIAL VEHICLE LEASING AGREEMENT

LEASE NO RKFD-A/P113

THIS LEASE AGREEMENT is entered into this 18th day of JUNE, 2007 _____ between

LESSOR PRIME CORPORATE LEASING, INC.
whose address is 801 E SOUTH STREET, FREEPORT, IL 61032
LESSEE ROCKFORD PRODUCTS CORPORATION
whose address is 707 HARRISON AVENUE ROCKFORD, IL 61104

and covers the lease of the vehicle described below As used in this lease the words I me or my refer to the lessee and you or your refer to the lesso agree to lease from you the vehicle described below My obligations and your obligations under this lease begin when you and I sign this form If the vehicle is r delivered to me at such time you will use your best efforts to deliver it to me as soon as practicable

DESCRIPTION OF LEASED VEHICLE

YEAR	MAKE	MODEL	# CYL	BODY STYLE	IDENTIFICATION NO	MAKE NOS	LICENSE NO
2007	CHRYSLER	town & country		VAN	2A4GP54L07R281934		

☐ Air Conditioning ☐ Power Seat ☐ Dual ☐ 4 Wheel ABS ☐ Engine _____
☐ Power Windows ☐ Cruise Control ☐ Sun/Moon Roof ☐ Other Equipment
☐ Power Door Locks ☐ Wheels _____ ☐ Stereo ☐ Tape ☐ CD ☐ _____
☐ Tilt Wheel ☐ Luggage Rack ☐ Trim Pkg _____ ☐ _____
☐ 4 Wheel Drive ☐ Leather ☐ Trans ☐ Auto ☐ Man ☐ _____

1 FINANCIAL INFORMATION The following information relates to the financial terms of this lease This lease is an ☒ **open-end** ☐ **closed-end** lease

a Lease Computations
- i Lease Term 1 36 months; 2 n/a days
- ii Residual Value (based in part on an average of 40,000 miles annually) $ 7,868.84
- iii Average Monthly Lease Depreciation $ 562.06
- iv Base Monthly Lease Payment $ 179.51
- v Sales/Use Tax _____ % of iv $ -0-
- vi Luxury Car Tax $ -0-
- vii Total Monthly Lease Payment $ 741.57

I promise to pay you the number of monthly lease payments indicated in a i 1 above with the first payment to be due 06-18-07 and the remaining payments to be due on the 18tn day of each month beginning on JULY, 2007

- viii Early Termination Right 12 payments (commences after making this number of monthly lease payments)

b Certain Fees
- i Termination Fee $ 750.00
- ii Purchase/Casualty Fee $ -0-
- iii Late Charge _____ $ 30.00

c Amounts Due at Signing
- i Lease Inception Payment/Credit
  - A Trade in Allowance $ -0-
    Description _____
  - B Cash $ -0-
  - C Total $ -0-
- ii Tax on c i $ -0-
- iii Pro rata Rent $ -0-
- iv Tax on c iii $ -0-
- v Refundable Security Deposit $ -0-
- vi First Monthly Lease Payment (incl tax) $ 741.57
- vii First Year s License/Registration/Excise Fees $ 143.00
- viii Luxury Car Tax $ -0-
- ix Other _____ $ -0-
- x Other _____ $ -0-
- xi Total (i C thru x) $ 884.57

d Specific Open End Disclosure
- i Capitalized Cost $ 28,103.00

e Specific Closed End Disclosure
- i Excess Mileage Charge (per mile) n/a ¢

2 INSURANCE I agree to buy and maintain during the lease term and until the vehicle is returned to you insurance on the vehicle which has the following minimum coverages

a Public liability for 500,000/1,000,000
b Property damage for 50,000
c Collision for actual value with a maximum deductible of $ 500/1000 and
d Comprehensive including fire and theft for actual value with a maximum deductible of $ 500/1000

I understand that the policy must provide I am a named insured you and/or another party you specify have primary coverage as an additional insured on coverages a and b and as loss payee on coverages c and d , and all insureds will receive 10 days notice of policy cancellation or change

I will buy the insurance from an insurance company which is acceptable to you and will furnish you with whatever written proof of coverage you may request

AUTOMOBILE INSURANCE POLICY NUMBER

AGENT S NAME PHONE

INSURANCE COMPANY NAME

AGENT'S ADDRESS

3 GAP WAIVER Under paragraph 17 in the event of a casualty loss to the vehicle I will be obligated to pay any difference between the proceeds of my insurance and my early termination liability By initialing below I agree to purchase your optional GAP waiver for the indicated fee If I purchase this waiver you will partially waive any right to collect a deficiency in insurance proceeds from me in the event of a

GAP Waiver Fee $

emaining during the lease term or amounts which my be past due at the time of a casualty and that I will still be obligated to pay those amounts I also understand this release will not apply if an event not fully covered by my insurance policy such as a confiscation occurs

If initialed I choose to purchase your GAP waiver and pay the price either when I sign the lease if indicated in paragraph 1 c or otherwise as part of the monthly lease payments

X n/a LESSEE(S) INITIALS X LESSEE(S) INITIALS

4 MECHANICAL BREAKDOWN PROTECTION While I have no obligation to do so I understand that I may purchase a contract under which I will have the right to have a portion of the costs of repair of certain major mechanical breakdowns of the vehicle and some related expenses paid by the contract administrator listed in the contract The term of this protection is the number of months stated here from the date of this lease or until the vehicle s odometer shows the miles stated here whichever happens first

Months _____
Miles _____
Price $ _____

If I have elected to purchase a service contract I have also reviewed the terms of the service contract which describe the details of this protection and understand that a copy of the filled in contract will be sent to me as soon as practicable

If initialed I choose to purchase the mechanical breakdown protection contract and pay the price either when I sign the lease if indicated in paragraph 1 c or otherwise as part of the monthly lease payments

X n/a LESSEE(S) INITIALS X LESSEE(S) INITIALS

5 VEHICLE WARRANTIES DISCLAIMERS I UNDERSTAND THAT UNLESS OTHERWISE INDICATED BELOW THE VEHICLE IS SUBJECT TO THE MANUFACTURER S NEW CAR WARRANTY AND I HAVE THOSE WARRANTY RIGHTS I HAVE SELECTED THE VEHICLE AND ACKNOWLEDGE THAT I AM LEASING THE VEHICLE AS IS ACCORDINGLY THAT YOU MAKE NO EXPRESS WARRANTIES AS TO THE VEHICLE AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IF I HAVE PROBLEMS WITH OR SUFFER DAMAGES BECAUSE OF THE VEHICLE YOU WILL NOT BE RESPONSIBLE FOR THE REPAIRS NOR WILL MY LEASE OBLIGATIONS BE AFFECTED

X LESSEE(S) INITIALS X LESSEE(S) INITIALS

☐ **New car warranty not applicable**

TERMINAL RENTAL ADJUSTMENT CLAUSE (Internal Revenue Code §7701(h) Statement) FOR OPEN END LEASES

I hereby certify under penalty of perjury that

a I intend more than 50% of the use of the vehicle covered by this lease to be in my trade or business and

b I have been advised that I will not be treated as the owner of the vehicle for federal income tax purposes

ROCKFORD PRODUCTS, CORPORATION
NAME OF LESSEE

LESSEE X _____

LESSEE X _____ TITLE VP

DATE JUNE 18, 2007

LESSOR Peg Loveton

By X _____

Title LEASE AGENT

I HAVE READ BOTH SIDES OF THIS LEASE AND RECEIVED A COMPLETELY FILLED IN COPY BEFORE SIGNING BELOW

ROCKFORD PRODUCTS CORPORATION
NAME OF LESSEE

LESSEE X _____

LESSEE X _____ TITLE VP

DELIVERY RECEIPT

I acknowledge that I have received and examined the vehicle described at the beginning of this lease that the vehicle is equipped as described and is in good operating order and condition and that I accept the vehicle for all purposes of the lease

ROCKFORD PRODUCTS CORPORATION
NAME OF LESSEE

DATE JUNE 18, 2007

LESSEE X _____

STARTING MILEAGE ON ODOMETER _____

LESSEE X _____ TITLE VP

GUARANTY

Each of us guarantees and promises to make all of the payments and perform all the lessee s obligations as specified in the above lease Each of our liabilities is primary and joint and several and will not be affected by any settlement extension renewal or modification of the lease by the discharge or release of the lessee s obligations or by the taking or release of additional guarantors or security for the performance of the lease Each of us waives any rights we may have to (a) presentment demand protest notice of protest notice of dishonor notice of default under the lease and any other notices related to this guaranty or the lease and (b) the right to require the lessor to proceed against the lessee or to pursue any other remedy in the lessor s power Each of us also waives any other rights and defenses available to a guarantor by reason of applicable case or statutory law Each of us agrees that we are liable for the lessor s attorney s fees and costs in enforcing this guaranty whether or not suit is filed Each of us acknowledges that this guaranty inures to the benefit of the lessor s assignees

DATE _____

N/A

NAME OF GUARANTOR NAME OF GUARANTOR

GUARANTOR X _____ TITLE _____ GUARANTOR X _____ TITLE _____

Address Address

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6 OFFICIAL FEES AND TAXES

I agree to be responsible for the payment when due of all official fees and taxes (other than your net income taxes) imposed by any governmental authority in connection with the vehicle or this lease I understand there may be taxes and fees which I pay directly to the taxing authority that the type and amount of taxes may change during the year and that excise or similar taxes may be assessed during the lease term but are not due until afterwards and that I am liable for all these amounts

7 LEASE BALANCE

In paragraphs 10 12 and 13 the term "Lease Balance" is used to describe a potential component of respectively the purchase option price of the vehicle prior to lease expiration and my potential liability in the event of early termination and, in the case of an open-end lease scheduled termination where I do not purchase the vehicle At any time the Lease Balance equals your original net investment in the vehicle, after deducting any lease inception payment or credit less the portion of the base monthly payments not credited to income calculated in accordance with the rules for journal entries for lessors as to "Direct Financing Leases" set forth in the Financial Accounting Standards Board's Standard No 13 These calculations assume a 360 day year of 12 months of 30 days each and that each payment is made on the exact due date and involve a "level yield" calculation utilizing the term the base monthly lease payment the residual value (which is the Lease Balance at scheduled termination) shown in paragraph 1 a ii and the capitalized cost in an open end lease or the sum of the residual value and the total lease term depreciation in a closed-end lease The pro rata rent if any is not considered in this calculation

8 VEHICLE RETURN

I understand that upon lease termination not covered by paragraph 10 or 17 I must return the vehicle to the place you specify I also understand that I must pay you my termination liability as calculated in paragraph 12 or 13 below whichever is applicable

9 LATE CHARGE AND LATE RETURN

If any monthly lease payment is not received by you within **10** days of its due date a late charge described in paragraph 1 b iii or such lesser amount as may be set by law will be imposed, which I agree to pay I will pay you a returned check charge of **$15** for any check I give you which is not honored In addition, if I do not return the vehicle to you at lease expiration I will be liable for an additional monthly lease payment for each month or portion of a month I retain the vehicle I realize, however that I have no right to retain the vehicle after lease expiration without your consent and that my holding over is a default under the lease

10 PURCHASE OPTION

I understand that instead of returning the vehicle to you at scheduled or early termination I may purchase the vehicle if this lease is not in default for the sum of

a The greater of (i) the Lease Balance or (ii) the vehicle s then "wholesale value" including accessories as set forth in a used vehicle value guide selected by you which is in common use in the area of the country where this lease was signed by you, plus

b a fee in the amount set forth in paragraph 1 b ii plus

c the product of any luxury tax shown paragraph 1 a vi and the number of monthly lease payments remaining during the lease term plus

d any official fees and taxes imposed in connection with the purchase

I also realize that this is a lease and except for my right to possess and use the vehicle while I keep my promises under this lease I have no ownership interest in the vehicle its equipment accessories or replacement parts unless I exercise the purchase option Whether I purchase the vehicle during or at the end of the lease the purchase will be on an **"AS-IS, WHERE-IS AND WITH ALL FAULTS"** basis

11 VEHICLE VALUATION AT EARLY TERMINATION

My early termination and in the case of an open-end lease end-of term liability may be affected by the realized value of the vehicle Except as specified in paragraph 17 the realized value may be determined in one of the following ways

a Within **10** days after return of the vehicle you and I may enter into a written agreement as to the vehicle s value

b If the realized value is not determined by agreement within **10** days after return of the vehicle you will attempt to obtain **3** bids to purchase the vehicle at wholesale for cash or to dispose of the vehicle in some other commercially reasonable manner If you decide not to sell the vehicle to any bidder the highest bona fide bid received net of any storage costs and other disposition expenses will be considered the realized value of the vehicle If the vehicle is sold the net proceeds of disposition after deducting all sales

running order and condition and will have among other things no less than **5** matching tires of equal quality to the originals (or **4** with emergency "doughnut" spare) with each tire having at least **1/8** inch of remaining tread at its shallowest point and no chips scratches cracks or other damage or defects in the glass body or interior beyond normal wear and tear

I will pay any amount you spend or in the case of a closed-end lease at scheduled termination that you spend or it would require based on a good faith estimate of a qualified repair facility or appraiser you select to put the vehicle in this condition. I also recognize that if the Vehicle has suffered frame damage or substantial other damage or if its odometer has been inoperable or tampered with even though the damage or odometer may have been repaired the value of the Vehicle will be substantially less than the value of an identical Vehicle which has not had frame damage or suffered substantial other damage or had an inoperative odometer or one which was tampered with I understand that my obligations include this difference

15 LIENS AND CLAIMS

I will keep this lease and the vehicle free from any liens encumbrances or claims which you have not created under paragraph 20 e I will hold you harmless and indemnify you for all liability loss and expense arising from the use condition or ownership of the vehicle including any claim made under the strict liability doctrine

16 USE OF VEHICLE

I understand that I am responsible for all operating expenses (for example gasoline and oil) incurred in connection with the use of the vehicle I will not use or permit use of the vehicle

a for any unlawful purpose or in violation of any law

b by a person not having a valid driver's license or one who for insurance purposes is deemed an assigned risk or one who does not exercise reasonable care in its operation

c for the transportation of persons for hire

d outside the state where I reside when I sign this lease for a period exceeding **30** days without your prior written consent, or

e outside the United States without your prior written consent

17 DAMAGE, LOSS OR POTENTIAL LOSS OF VEHICLE

I agree to be responsible for the risk of loss damage or destruction of the vehicle during the lease term and until I return the vehicle to you If the vehicle is damaged or destroyed in an accident or other occurrence or confiscated by any governmental authority or is stolen or is abandoned or is subject to undue peril I will notify you of such occurrence or condition as soon as possible If the vehicle is damaged and is in a condition which you believe is beyond reasonable repair the lease will be terminated immediately With respect to any other occurrence or condition included above you reserve the right to terminate the lease immediately If the lease is terminated my termination liability will unless otherwise provided in paragraph 3 be determined on the basis of an early termination except that the termination fee will be the amount set forth in paragraph 1 b ii Any loss proceeds you receive from the insurance I provide will be deemed the realized value, and I acknowledge my liability for any difference between the termination liability figure and the loss proceeds amount

18 DEFAULT

If any information in my credit application or that of a guarantor of this lease is false or misleading or I fail either to make a monthly lease payment when due or otherwise to keep my promises under this lease or any other agreement I have with you or if I or a guarantor becomes insolvent or dies, you can treat this lease as being in default

In the event of default you may do any one or more of the following without giving me advance notice (a) take any reasonable measures designed either to correct the default or to save yourself from loss such as purchasing insurance to protect your interest if I fail to fulfill my obligations under paragraph 2 or paying any vehicle registration fees I have not paid directly as may be contemplated in paragraph 6 in which case I will pay you upon demand for the costs and expenses incurred (b) terminate the lease and my rights to possess and use the vehicle (c) take possession of the vehicle by any method or manner permitted by law, (d) determine my termination liability on an early termination basis which I agree to pay upon your demand, (e) recover from me interest at the rate of **18%** per annum or at such lesser rate as may be provided for under applicable law on all expenses incurred by you and on all obligations which I owe you after termination and (f) pursue any other remedy permitted by law

I also agree to pay you upon your demand for all collections and legal costs including reasonable attorneys' fees and court costs you incur to the extent permitted by law

commissions auction fees stroage costs and other disposition expenses will be considered the realized value

I understand that the realized value amount will be exclusive of any official fees and taxes imposed upon vehicle disposition

12 EARLY TERMINATION LIABILITY

At any time after I have paid the number of monthly lease payments indicated in paragraph 1 a viii I may terminate this lease on the due date of a monthly lease payment if this lease is not in default

I agree that except as provided in paragraphs 3, 10 and 17 my payment liability upon early termination will be the sum of

a a termination fee in the amount set forth in paragraph 1 b i, plus

b any monthly lease payments already due you which are unpaid any monthly lease payments which would be due you before my early termination right commences and any other amounts arising from my failure to keep my promises under this lease plus

c the product of any luxury tax shown in paragraph 1 a vi and the number of monthly lease payments remaining during the lease term plus

d the amount if any by which the Lease Balance exceeds the realized value plus

e any official fees and taxes imposed in connection with lease termination (for example sales/use taxes due on a deficiency balance under d)

13 END OF LEASE TERMINATION LIABILITY

I agree that my payment liability at the end of the lease term will be the sum of

a a termination fee in the amount set forth in paragraph 1 b i plus

b any monthly lease payments due you which are unpaid and any other amounts arising from my failure to keep my promises under this lease plus

c if this is a closed-end lease a charge shown in paragraph 1 e for each mile the vehicle has been driven in excess of the mileage the vehicle would have if it had been driven the average number of miles a year also stated in paragraph 1 a ii plus

d if this is an open-end lease the amount, if any by which the Lease Balance exceeds the realized value plus

e any official fees and taxes imposed in connection with lease termination (for example sales/use taxes due on a charge under c or d)

14 VEHICLE MAINTENANCE

I agree at my expense to have the vehicle serviced in accordance with the manufacturers' recommendations to maintain the vehicle in good running order and condition and to have all necessary repairs made Unless I obtain your written consent beforehand I will not make any changes to the vehicle which would decrease its economic value or functional utility Any changes made to the vehicle which cannot be removed without decreasing its economic value or functional utility will become your property when made If you request, you may inspect the vehicle at any reasonable time I also agree that when I return the vehicle to you if I have properly maintained the vehicle it will be in good

19 MORE THAN ONE LESSEE

If more than one lessee signs this lease, all lessees will be jointly and severally liable I agree that you can waive or delay the enforcement of your rights as to one lessee without affecting your rights as to any other lessees I also agree that you can release any lessee from his or her obligations without releasing any other lessees from their obligations

20 GENERAL PROVISIONS

I understand that

a Your waiver or delay in requiring me to keep my promises or in enforcing your rights will not affect your ability to require me to keep my promises or to enforce your rights afterwards

b You have no obligation to provide a replacement vehicle for any reason

c Notices under this lease must be in writing addressed to the appropriate party at the address shown above and must be mailed by U S Mail, first class postage prepaid, and each party shall notify the other of a change in address;

d Any changes to this lease must be in writing and signed by the party to be bound,

e **I HAVE NO RIGHT TO ASSIGN AN INTEREST IN THE LEASE OR THE VEHICLE OR TO SUBLET OR LEND THE VEHICLE** I acknowledge that you may assign an interest in this lease or the vehicle and that if I receive notice of the assignment I will acknowledge the notice and pay any assigned amounts specified in the notice as you have directed I agree that the rights of your assignee will be free of any claims I may have against you and further that no assignee is responsible for the performance of any of your duties under this lease unless the assignee expressly assumes the duties,

f Any security deposit shown in paragraph 1 c v will not be considered as rent will not bear interest unless otherwise provided by applicable law and will not release me from any of my obligations to you, and you may at any time apply the deposit to the payment of my obligations to you I understand that you will return any remaining balance of the deposit after I have paid off my liability under this lease

g You will have no liability for a failure or delay in delivering the vehicle or any other failure to perform your obligations related to the lease if caused by circumstances beyond your control In no event will you be liable for consequential damages Also, my obligations under this lease are independent and irrevocable As a result you will have no liability and my obligations will not be affected if the vehicle is damaged or does not work properly or if any other occurrence which is not the direct result of your conduct affects my use of the vehicle

h I waive any right to confidentiality of my address in any registration records related to the vehicle and authorize you and your assignee to obtain my address from those records to assist in the enforcement of this lease and

i If my credit has not been approved when you and I sign this lease you may rescind this lease on notice to me if my credit has not been approved within **10** days In that case I will immediately return the vehicle to you at the place of delivery and will be liable for the cost of repair of any damage to the vehicle prior to the vehicle's return

Holmstrom&KennedyPC
Attorneys At Law

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June 10, 2008

BMC Group
Attn Rockford Products Claims
PO Box 959
EL Seguando, CA 90245

RE *Rockford Products Corporation*
Bankruptcy Case No 07-71768

Dear Sir/Madam

Enclosed please find fourteen originals and fourteen copies Proof of Claims in the above referenced bankruptcy Please file the original Proof of Claims and return the file stamped copies of the Claims to me in the self-addressed envelope that I have provided

If you have any questions regarding the enclosed, please feel free to contact me Thank you

Very truly yours,

BRADLEY T KOCH

BTK/kln
Enclosure