

RESIDUAL SHARING AGREEMENT

Lessee: Westside Baptist Church
802 Bellaire Blvd.
Louisville, TX 75067

Lease #: WBC0805
Equipment Cost: \$
Lease Term: 60 MONTHS
Monthly Rental:
Residual: Fair Market Value
Booked Residual:

Genesis Commercial Capital, LLC ("Genesis") and ACC Capital Corporation ("ACC") hereby agree to the following:

Genesis has referred the above referenced lease to ACC. ACC agrees to share any residual proceeds collected on this lease transaction with Genesis, including proceeds collected directly by ACC or through an assignee's collection efforts. Residual proceeds will include those amounts specifically identified in section "m" of the lease agreement, as more specifically described in the paragraphs titled "In-Place Fair Market Value Purchase", "Extension", and "Return of Equipment".

In the event the lease is extended beyond the original lease term, all residual proceeds will be split with 60% going to ACC and 40% to Genesis. In the event the lease is not extended and the lessee chooses to return the equipment or negotiate a fair-market-value purchase option, all residual proceeds will be split 60% to ACC and 40% to Genesis.

Both ACC and Genesis agree that any residual proceeds to be split will occur after deductions have been made for actual recovery and marketing costs. ACC further agrees to pay residual proceeds to Genesis in a timely manner as ACC, its agents or assignee receives them. In the event this lease does not reach normal end of term due to a lessee default or casualty, then this agreement will be considered void.

ACC Capital
Lessee
By: Joel Cook
Title: SVP
Date: 11/01/05

Genesis Commercial Capital, LLC
Lessor
By: Greg Kieck
Title: President
Date: 11/7/05