STATE OF ILLINOIS)		
)SS COUNTY OF WILL )		
IN THE CIRCUIT O	OURT OF THE TWELF. WILL COUNTY, ILLIN	
GRAPHIC PALLET AND TRANSPORT, II	NC., et	
VS	· CA	seno: 11 CH S553
BALBOA CAPITAL CORPORATION		
	SUMMONS	
901 S 2nd Street, Su	ite 201, Springfi	agent for Balboa Capital Corp.  ield, IL 62704  le your appearance in the Office of the Clerk of this Court
57 N. Ottowa Street		silding, Room 213,
	60432	, Illinois within 30 days after service
(Address) (City)	<u> </u>	of this summons, not
	JUDGEMENT OR DEC	REE BY DEFAULT MAY BE TAKEN AGAINST YOU FOR
THE RELIEF ASKED IN THE COMPLAINT.		
To the officer:		
This summons must be returned by the officer or oth any, immediately after service. If service cannot be made		s given for service, with endorsement of service and fees, if
This summons may not be served later than 30 days		
	WITNESS:	NOV 2 1 2011, 20
		PAMELA J. McGUIRE
(Seal of Court)	-	PAMELA J. McGUIRE of the Circuit Court
	73.77	
		(Deputy)
(Plaintiff's Attorney or Plaintiff if he is not represent NAME: Momkus McCluskey, LLC ARDC# 3124754 Attorney for; Plaintiffs Address: 1001 Warrenville Road, Suite 50 City: Lisle. Illinois 60532		
Telephone: 630-434-0400		EXHIBIT

-6

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	TELINOIS ZEII NOT ZI PIT 1-19
GRAPHIC PALLET AND TRANSPORT, INC., JOHN KRAWISZ, and CHRISTY KRAWISZ,	) ) — — — — — — — — — — — — — — — — — —
Plaintiffs,	
v.	11CH05553
BALBOA CAPITAL CORPORATION,	)
Defendant.	) )
VERIFIED COMPLAINT	T IN CHANCERY
NOW COME Plaintiffs, GRAPHIC PALLI	ET AND TRANSPORT, INC. (hereinafter,
"Graphic Pallet"), JOHN KRAWISZ, and CHRISTY	KRAWISZ, by and through their attorneys,
MOMKUS McCLUSKEY, LLC, and for their Verifi	ed Complaint in Chancery, state as follows:
STATEMENT O	F FACTS
	•
Graphic Pallet is an Illinois corpora	tion located in Will County which, among
Graphic Pallet is an Illinois corpora other things, is in the business of manufacturing palle	annahus aki bi Masa - en abba an en baki bahir aliman en en barra biba an sususa. Ba
	ets.
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other things, is in the business of manufacturing palled.  2. Christy Krawisz is the President of Graman John Krawisz is the Vice President of 4. Defendant, Balboa Capital Corporate corporation which, among other things, finances equal 5. Venue is proper in Will County, Illing	ets.  Taphic Pallet.  Graphic Pallet.  ion (hereinafter, "Balboa"), is a California ipment leases.  ois as the contract negotiations at issue took
other things, is in the business of manufacturing palled.  2. Christy Krawisz is the President of Gramanian o	ets.  Taphic Pallet.  Graphic Pallet.  ion (hereinafter, "Balboa"), is a California ipment leases.  ois as the contract negotiations at issue took

- 6. On or about March 13, 2008, Balboa's Account Executive, Kenny Segin, contacted Graphic Pallet at its Will County office to discuss a potential equipment lease agreement.
- 7. During this meeting, Kenny Segin represented, on behalf of Balboa, that Balboa would agree to finance the purchase of an Eagle Automated Nailing Machine and semi truck in exchange for thirty-six (36) monthly.
- 8. Mr. Segin represented that, following the thirty-six (36) month term of the equipment finance lease, Graphic Pallet could purchase the Nailing Machine and semi truck for one dollar (\$1.00).
- 9. John Krawisz reviewed the draft of the equipment lease agreements drafted by Balboa and questioned the "end of the term" provision which elected the "fair market value purchase" option. Mr. Segin informed him that "fair market value" meant the same thing as "one dollar buy out."
- 10. Based upon Mr. Segin's representations, Graphic Pallet entered into a lease agreement for the Eagle Automated Nailing Machine (hereinafter, "First Lease Agreement") and semi truck (hereinafter, "Second Lease Agreement") and John Krawisz and Christy Krawisz signed personal guarantees for the lease agreements. A true and accurate copy of the First Lease Agreement is attached hereto as Exhibit A.
- 11. On or about February 8, 2010, Balboa's Account Executive, Kenny Segin, contacted Graphic Pallet again to discuss an additional potential equipment lease agreement for a saw.
- 12. At this meeting, Kenny Segin represented, on behalf of Balboa, that Balboa would agree to finance the purchase of a Pacific Trail saw in exchange for sixty (60) monthly payments

and that, at the end of the sixty (60) month lease, Graphic Pallet could purchase the saw for one dollar (\$1.00).

- 13. Based upon Mr. Segin's representations, Graphic Pallet entered into a lease agreement for the saw (hereinafter, the "Third Lease Agreement") and John Krawisz and Christy Krawisz signed personal guarantees for the lease. A true and accurate copy of the Third Lease Agreement is attached hereto as Exhibit B.
- 14. According to the terms of the agreements as discussed with Mr. Segin, the First and Second Lease Agreements were set to terminate in April, 2011.
- 15. Graphic Pallet made regular monthly payments on all the lease agreements through April, 2011.
- 16. The lease agreements provide that the terms of the agreements are governed by California law. (Exhs. A and B).
- 17. In May, 2011, Graphic Pallet noticed that, even though the term of the First and Second Lease Agreements had ended, Balboa was still withdrawing monthly payment amounts from Graphic Pallet's bank account. Graphic Pallet contacted Mr. Segin regarding this problem.
- 18. On June 22, 2011, Mr. Segin spoke to John Krawisz and confirmed that the First and Second Lease Agreements contained dollar buy out provisions and stated that he would fix the problem and have Balboa issue a refund to Graphic Pallet for post-April, 2011 payments.
- 19. Graphic Pallet did not receive its promised refund and, after June, 2011, Mr. Segin failed to return Graphic Pallet's calls.
- 20. Graphic Pallet contacted other representatives of Balboa, but was told that Graphic Pallet was governed by a "fair market value purchase" option and that Graphic Pallet would have to continue to make monthly payments under the Lease Agreements for an additional

twelve (12) months and then pay the "fair market value" of the nailing machine and semi trailer in order to purchase the equipment.

### COUNT I RESCISSION OF CONTRACT

21. Plaintiffs restate and reallege Paragraphs 1 through 19 of their Verified Complaint
in Chancery as if fully set forth herein

- 22. Balboa, through its Account Executive, Kenny Segin, represented to Graphic Pallet that its lease agreements were governed by a dollar buy out provision and, at the end of the lease term, Graphic Pallet could purchase the subject equipment for one dollar and without further payments.
- 23. This representation was made for the purpose of inducing Graphic Pallet to enter into the lease agreements and John and Christy Krawisz to sign individual guarantees.
  - 24. Balboa knew at the time these statements were made that they were false.
- 25. Plaintiffs reasonably believed Balboa's representations and Graphic Pallet damaged in that additional monies were withdrawn from its bank account after the First and Second Lease Agreements terminated in April, 2011, and in that Balboa refuses to allow Graphic Pallet to purchase the nail machine and semi trailer for one dollar.

WHEREFORE, Plaintiffs, GRAPHIC PALLET AND TRANSPORT, INC., JOHN KRAWISZ, and CHRISTY KRAWISZ, request that this Honorable Court enter an order and judgment rescinding the lease agreements entered into between the parties and the guaranty agreements of John Krawisz and Christy Krawisz, and for any other or further relief that this Court deems just and equitable.

#### <u>COUNT II</u> COMMON LAW FRAUD

In the Alternative

- 26. Plaintiffs restate and reallege Paragraphs 1 through 19 of their Verified Complaint in Chancery as if fully set forth herein.
- 27. Balboa, through its Account Executive, Kenny Segin, represented to Graphic

  Pallet that its lease agreements were governed by a one dollar buy out provision and, at the end

  of the lease term, Graphic Pallet could purchase the subject equipment for one dollar and without

  further payments.
  - 28. This representation was made for the purpose of inducing Graphic Pallet to enter into the lease agreements and John and Christy Krawisz to enter into individual guarantees.
    - 29. Balboa knew at the time these statements were made that they were false.
- 30. Plaintiffs reasonably believed Balboa's representations and Graphic Pallet is damaged in that additional monies were withdrawn from its bank account after the First and Second Lease Agreements terminated in April, 2011, and in that Balboa refused to allow Graphic Pallet to purchase the nail machine and semi-trailer for one dollar.
  - 31. Graphic Pallet has communicated with other business entities which have entered into equipment lease agreements with Balboa and have learned that Balboa also falsely represented to these third-parties that their lease agreements contained one dollar buy out provisions, thereby indicating a pattern and practice by Balboa of fraudulently inducing entities into signing equipment lease agreements.

WHEREFORE, Plaintiffs, GRAPHIC PALLET AND TRANSPORT, INC., JOHN KRAWISZ, and CHRISTY KRAWISZ, request that this Honorable Court enter an order and judgment finding the lease agreements entered into between the parties and the guaranty

agreements of John Krawisz and Christy Krawisz void and unenforceable for reason of fraud, and for any other or further relief that this Court deems just and equitable.

## COUNT III MISTAKE

#### In the Alternative

- 32. Plaintiffs-restate and reallege Paragraphs 1 through 19 of their Verified Complaint in Chancery as if fully set forth herein.
  - 33. Balboa, through its Account Executive, Kenny Segin, represented to Graphic Pallet that its lease agreements were governed by a one dollar buy out provision and, at the end of the lease term, Graphic Pallet could purchase the subject equipment for one dollar and without further payments.
  - 34. At the time of executing the lease agreements, Balboa and Graphic Pallet believed that the lease agreements were governed by a one dollar buy out provision.

WHEREFORE, Plaintiffs, GRAPHIC PALLET AND TRANSPORT, INC., JOHN KRAWISZ, and CHRISTY KRAWISZ, request that this Honorable Court enter an order and judgment finding that the fair market value option contained in the lease agreements entered into by the parties are void and unenforceable for reason of mistake, and for any other or further relief that this Court deems just and equitable.

# VIOLATION OF SECTION 17200 OF THE CALIFORNIA CODE

In the Alternative

35. Plaintiffs restate and reallege Paragraph 1 through 19 of their Verified Complaint in Chancery as if fully set forth herein.

- 36. Section 17200 of the California Code prohibits "unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising . ." Cal. Bux. & Prof. Code §17200.
- 37. Balboa engaged in unlawful, unfair, or fraudulent business activities by repeatedly representing to Graphic Pallet that the lease agreements were governed by a one dollar buy out provision in order to induce Graphic Pallet to enter into the lease agreements and John and Christy Krawisz to enter into the guaranty agreements.
- 38. Plaintiffs were damaged in that additional monies were withdrawn from Graphic Pallet's bank account after the First and Second Lease Agreements terminated in April, 2011, and in that Balboa refused to allow Graphic Pallet to purchase the nail machine and semi trailer for one dollar.
- 39. Graphic Pallet has communicated with other business entities which have entered into equipment lease agreements with Balboa and have learned that Balboa also falsely represented to these third-parties that their lease agreements contained one dollar buy out provisions, thereby indicating a pattern and practice by Balboa of fraudulently inducing entities into signing equipment lease agreements.

WHEREFORE, Plaintiffs, GRAPHIC PALLET AND TRANSPORT, INC., JOHN KRAWISZ, and CHRISTY KRAWISZ, request that this Honorable Court enter an order and judgment (i) finding the lease agreements to be void and unenforceable, (ii) reimbursing monies withdrawn from Graphic Pallet's bank account after April, 2011, (iii) allowing Graphic Pallet to purchase the subject equipment for one dollar each, and (iv) reimbursing Plaintiffs for attorneys fees and costs incurred in the instant matter, and for any other or further relief that this Court deems just and equitable.

Case: 1:11-cv-09101 Document #: 2-1 Filed: 12/22/11 Page 9 of 20 PageID #:14

Respectfully Submitted,

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MOMKUS McCLUSKEY, LLC

By:

One of its attorneys

James F. McCluskey Lauryn E. Parks Momkus McCluskey, LLC 1001 Warrenville Road, Suite 500 Lisle, Illinois 60532 630-434-0400 Attorneys for Plaintiffs Attorney No. 3124754

Lease Agreement (Page I of 2) Lease Number: 141771-000

Business Name: ·	the specific		Business Address:	Equipment Location Address:
Craphic Pallet &	Transport,	MC	10225 South Bode STREET	(if-different than billing address of Lesse
······································			Plainfield, IL 60585	10225.S.Bode.Rd
			-	Plainfield, IL 60585
Business Phone:	Business	Tax 1D#:		
630-904-4951				
ease Terms and Conditi	ons			
Monthly Rent	Base Term	Required Deposit: •	Deposit Applied to: First and Last . 1 Monthly Rent	tals Doc Fees: waived
(plus applicable taxes):	(months):			and Societies that
\$1,853.81	36	\$3,707.62	End of Term Option: Fair Market Value Purchase Option	
quipment Supplier Info	rmation/ Equip	ment Description: S	SEE EXHIBIT "A"	
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Signature:	C CC 27 F	0 0 8.10	Tenore	
Name: Christy Kra	iwisz	<ol> <li>the state with</li> </ol>	Title: President	Date: 03/13/08
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the rental and other payments indicated above or on any schedule (Rent). You authorize us to insert in this lease any social numbers and other identification data about the Equipment, as well as any other omitted factual matters. All Rent and other payments under this Lease or any other agreement with us (collectively Obligation or Obligations) are payable in U.S. dollars, and may be adjusted upward or downward no more than ten percent (10%) to reflect actual costs. We may from time to time, in our sole discretion, accept a photocopy or electronically transmitted facsimile copy of this Lease, any Schedules to this Lease, or other Lease documents as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by us from you, provided, however, that no such agreement(s) shall be binding upon us until and unless they are signed by us in any signature line where we are to sign as indicated on the Lease, Schedule or other agreement. Any such photocopy or electronically transmitted facsimile received by us shall, when executed by us, constitute an original document for the purpose of establishing the provisions thereof and shall be legally admissible under the best or original evidence rule and binding on the parties.

2. TERM OF LEASE: This Lease shall become effective upon acceptance by us by signing and dating this Lease. A prorata portion of the aggregated average of the Rent based on a daily charge or one-thirrieth (1/30) of the Rent from the date the Equipment has been delivered and is usable by you ("Commencement Date") to the end of the month shall be payable at the Commencement Date. The Base Term of this Lease shall begin on the first day of the month following the Commencement Date and terminate upon the expiration of the number of months steled under Base Term, above. Following the Commencement Date, Rent and other Obligation payments are due on the first of each month, payable to a location to be designated in writing. YOUR OBLIGATION TO PAY RENT TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE, OR COUNTERCLAIM AND MAY NOT BE CANCELLED FOR ANY REASON WHATSOEVER. In the event this Lease is not fully completed for any reason beyond our control, all deposits made by you will be retained by us as compensation for documentation, processing and other expenses. We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Rent, taxes, fees, charges and assessments.

3. PAYMENT OF LEASE OBLIGATIONS: Payment of the Lease Obligation shall be made by electronically withdrawing funds from the bank account on which your deposit check was drawn. You authorize us to debit from this account on which your deposit check was drawn, on or after the 1st day of each month, for scheduled Lease Payments or other amounts due and owing at the time under the Lease. You acknowledge that, if we assign the Lease to a third party, the assignee is authorized to debit the account on which your deposit check was drawn. If you would prefer to authorize us to debit another account. Fill in the blanks provided below along with a copy of a voided check from the specified account.

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AS-IS, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE. You understand and agree that we are independent from the vendor, manufacturer and/or supplier (collectively "Supplier(s)") of the Equipment and that neither the Supplier nor any other person is our agent, nor are they authorized to waive or change any term or condition of this Lease. You agree that no

representation, guaranty or warranty by the Supplier or other person of binding on us. So long as you are not in default under any terms of this Lesse, we transfer to you any warranties made to us, as the owner of the Equipment, will not relieve or excuse your Obligations to us. A claim whatsoever against us for any direct, consequent have entered into a maintenance agreement for the large agreement is included in the Rent, you acknowledge agreement in the Rent agreement in the Rent agreement in th EXHIBIT

repairs, or maintenance of the Equipment, and that we are not a party to the maintenance agreement. If you have a dispute regarding maintenance or service then you will nevertheless continue to pay all Obligations as they become due.

5. UCC-ARTICLE 2A (whenever the term Article 2A is used herein, it is understood to include equivalent provisions of California Commercial Code Division 10 when California law is applicable): You agree that this Lease is a "Finance Lease" under Article 2A of the Uniform Commercial Code as adopted by the State of California. You acknowledge that (a) we did not select: manufacture or supply the Equipment, but at your request we have purchased the Equipment for lease, to you; and (b) based solety, on your own, judgment, you have selected the "Supplier and the Equipment that you are leasing from us: You agree that you have approved any purchase or supply contract with the Supplier before signing this Lease. You may have rights under the supply or purchase contract, and you may contact the Supplier for a description of those rights or any warranties. To the extent permitted by applicable law. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON YOU UNDER UCCS§ 2A-393 AND 2A-508 THROUGH 2A-522, INCLUDING WITHOUT LIMITATION, THE RIGHT TO REPUDIATE THE LEASE, AND REJECT THE EQUIPMENT; REVOKE ACCEPTANCE OF THE LEASE; OR RECOVER DAMAGES FROM US FOR ANY BREACH OF WARRANTY.

6. DELIVERY OF EQUIPMENT: You request that we arrange delivery to you at your expense. We may at our discretion confirm by telephone that you have accepted the Equipment and this telephone verification of your acceptance of the Equipment shall have the same effect as a signed Equipment. Acceptance.

7. ASSIGNMENT: You may not sell, transfer, assign or sublease the Equipment without our prior-written approval. We may sell, assign or transfer this Lease without notifying you; and you agree that if we do, the new Lessor will have the same rights and benefits that we now have, and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or setoffs that you may have against us.

8. OWNERSHIP, RIGHTS AND QUIET ENJOYMENT: You agree that we are the owner of

8. OWNERSHIP, RIGHTS AND QUIET ENJOYMENT: You agree that we are the owner of and have title to the Equipment. You agree, at your expense, to protect and defend our title and other rights to the Equipment. You shall have the right to quiet use and enjoyment of the Equipment for the term of this Lease, provided you are not in default. We also have the right, at reasonable times, to inspect the Equipment at your expense.

9. CARE, USE AND LOCATION, LOSS OF EQUIPMENT: You are responsible for

9. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only at your address shown on this Lease, only for business or contuneatial purposes and in compliance with all applicable laws ordinances or regulations. You will not make any alternations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. You are responsible for protecting the Equipment from damage, and from any other kind of loss while you have the Equipment or while it is being delivered to you in the event the Equipment is lost, stolen or damaged then you shall have the option within one week of such event to: (a) repair or replace the Equipment or (b) pay to us the unpaid balance of the remaining Rent under this Lease and our residual interest in the Equipment, discounted to present value at the rate of five percent (5%) plus any other Obligations.

10. TAXES AND FEES: You agree to pay when due all taxes, fees, fines, assessments and penalties relating to this Lease or the Equipment, including without limitation, documentation fees, filing fees, credit fees, equipment inspection fees, early termination or assumption fees, title fees, name change fees, seles or property taxes, use taxes and business taxes. You also agree that we may estimate the yearly personal property taxes that will be due for the Equipment, and you agree to pay us the estimated taxes together with a processing fee, on demand.

11. INDEMNITY: We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance or use of the Equipment. You agree to reimburse us for and defend us against any claims for such losses or injuries, including, without limitation, those arising out of the negligence, tort or strict liability claims. This indemnity shall continue even after the term of this Lesse has expired.

"12. INSURANCE: During the term of this Lease, Lessee agrees to maintain, at Lessee's expense, "Special Form" property insurance protecting the Equipment for its full replacement value, naming Lessor as a loss payee on a "Lender's Loss Payable" endorsement; and public liability insurance, in amounts acceptable to Lessor, naming Lessor as an additional insured (together "Required Insurance"). Lessee must provide Lessor satisfactory written evidence of Required Insurance within thirty (30) days of the commencement date of this Lease or of any subsequent written request. If Lessee does not do so, Lessor may obtain insurance from an insurer of Lessor's choosing in such forms and amounts as Lessor deems reasonable to protect Lessor interests ("Lease insurance"). Lease Insurance covers the Equipment and Lessor, it does not name Lessee as an insured. Lessee agrees to pay Lessor periodic charges for Lease Insurance ("Insurance Charges") that include: a premium that may be higher than if Lessee maintained Required Insurance separately; a finance charge of up to the implicit rate of the Lease on any premium advances made by Lessor of Lessors agents; and billing and processing fees; each of which may generate a profit to Lessor and Lessor agents. If Lessee fails to pay billed Insurance Charges within 30 days of their due date, Lessor may pay them by applying funds paid under the Lease or debiting Lessec's account under any previously authorized automatic payment. Lessor shall discontinue billing Insurance Charges upon receipt of satisfactory evidence of Required Insurance. Lessee agrees to arbitrate any dispute with Lessor or Lessor agents regarding Lease Insurance or Insurance Charges under the rules of the American Arbitration Association in Los Angeles, California; provided however, such

agreement does not authorize class action arbitration.

13. DEFAULT AND REMEDIES: If you (A) do not pay any Obligation when due; (B) break any of your promises, representations or covenants under this Lease; (C) any guarantor enters (voluntarily or involuntarily) into a bankruptcy proceeding; (D) are a corporation and more than 20% of the issued and outstanding voting capital stock is transferred to or acquired by any person or entity that is not an owner as of the date of this Lease; (E) you change your name, state of incorporation, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change, you will be in default. In the event of a default by you, we can require that you return the Equipment to us and pay to us the remaining balance of all of the Rent due under this Lease, discounted to present value at five percent (5%), together with any other amounts due under this Lease. We can also require that you pay to us our residual interest in the Equipment. Interest shall accure on all Obligations due us from the date of default until paid at the rate of eighteen percent (18%) per annum, but only to the extent permitted by

Lease Number: 141771-000

law. We shall also be entitled to recover from you all damages caused by that default. We can also use any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Lease or collect the Obligations under this Lease and in any lawsuit or other legal proceeding which we bring or defend. You also agree that in the event of a dispute related to or arising out of this Lease, the Lessor in such dispute shall be entitled to recover its reasonable attorney's fees and costs. If we have to take possession of the Equipment, you agree to pay the cost of repossession, storney, shipping, repairing and selling the Equipment, You agree that we are entitled to abandon the Equipment if we reasonably believe it to be in our best interests:

Equipment if we reasonably believe it to be in our best interests.

14. Of HER RICHTS: Time is of the essence in this Lease. You agree that any dolay or faiture by us to enforce our rights under this Lease or any other agreements shall not prevent us from enforcing any rights at a later time. Both parties intend this Lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. You also grant us a security interest in the Equipment and any proceeds of, accessions and attachments to the Equipment as security for your Obligations. You agree that we may file financing statements or other related filings in our name or in the name of any agent designated by us. You hereby authorize us, or our assigns, to file a financing statement without your signature, in form or content and from time to time as we deem proper, listing you as tessee or Dobtor:

15. LESSEE REPRESENTATIONS AND WARRANTIES: You hereby represent and warrant-that at the time you sign this Lease you are and shall remain a business entity duly organized, validly existing, and in good standing under the laws of the state of organization, that you'rexact legal name, state of incorporation, location of your chief executive office and/or your place, of residence as applicable, have been correctly identified to us. You further represent and warrant that at the time you sign this Lease the person executing this Lease or any related document on behalf of you or any related guarantor shall be authorized to take such action and bind you and the guarantor to the Lease, and that the execution, delivery and performance of this Lease is duly authorized by your organizational documents and, if necessary, resolutions of your directors and/or shareholders, partners, or managers and/or members.

16. RETURN OF EQUIPMENT; RENEWAL: If no default exists or has occurred under this Lease, you may, at the end of the original or any renewal term, purchase all (but not less than all) of the Equipment for a sum set forth on the front of this lease, plus any applicable taxes. If a \$1.00 or \$101 buyout is indicated in the End of Term section on the front of the Lease then, at the end of the Lease Tenn, you shall purchase the equipment for that amount. If the Fair Market Value Purchase Option is indicated in the End of Term section on the front of this lease then, at least 180 days prior to the end of the original term, you must give us written notice, via certified ruail, that you will purchase the Equipment for its fair market value, which we shall determine in our reasonable judgment, or that you will return the equipment to us. If you do not give us such written notice or if you do not purchase or deliver the equipment in accordance with the terms and conditions of this Lease, then this Lease shall automatically renew for a 12 month term, and thereafter renew for successive 3 month terms until you deliver the Equipment to us. During such renewal(s), the Rent shall be the highest monthly rate set forth in this Lease. We may cancel the renewal by sending you written notice 90 days prior to such renewal term. This End of Term option may become null and void at our discretion if any Event of Default occurs or continues at any time during the original term of the Lease. Upon payment of End of Term option price, and if no default exists, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate. Provided you have given the required notice, and are not then in default, you shall return the Equipment, freight and insurance prepaid to us in good repair, condition, and working order, ordinary wear and tear excepted, in a manner and to a location designated by us. Until the End of Term Option price is actually paid, you will be responsible to continue to pay rent at the monthly rate set forth in this Lease.

17. LATE CHARGE; FEES: If any part of any Obligation is not made by you within five (5) days of its due date, you agree to pay us fifteen percent (15%) of each such late payment (to the extent permitted by law):

18. ENTIRE AGREEMENT, CHANGES: This Lease contains the entire agreement between you and us, and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed by both you and us. A limiting endorsement on a check or other form or payment will not be effective to modify the Obligations or any of the other terms and conditions of this Lease, and we may apply any payment received without being bound by such limiting endorsements.

19. COMPLIANCE; NOTICES: In the event you fail to comply with any terms of this Lease, we can, but we do not have to, take any action necessary to effect your compliance. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional Obligations. This Lease is for the benefit of and is binding upon you and your personal representatives, successors and assigns.

benefit of aid is binding upon you and your personal representatives, successors and assigns.

20. CHOICE OF LAW; TURISDICTION: YOU AND WE AGREE THAT THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AT OUR OFFICES AND GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. YOU AND WE EACH. CONSENT TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

21. REPRESENTATIONS AND COVENANT OF LESSEE: You represent that all financial and other information furnished to us was, at the time of delivery, true and correct. During the term of this Lease, you shall provide us with such interim or annual financial statements and filed tax returns as we request.

22. COUNTERPARTS: If this document was sent electronically, you hereby warrant that this document has not been altered in any way. Any alteration or revision to any part of this or any attached documents will make all such alternations or revisions non-binding and void. Only one counterpart of the Lease and of each Schedule or Addenda shall bear our ink signed signature and shall be marked "Original". To the extent that any Lease, Schedule or Addenda constitute chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Lease, Schedule, or Addenda that bears our ink signed signature and is marked "Original".

Initials



	Lease # 141771-000
	By signing below, you, the Lessee, agree:
	a. That all Equipment described in the Lease identified above has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Lease; and
	b. That we, BALBOA CAPITAL CORPORATION, are authorized to purchase the Equipment and start billing you under the Lease as set forth in Section 2.
	the first of the control of the part of the control
	Date of Acceptance:
	Lessee Name: GRAPHIC PALLET & TRANSPORT, INC.
	Signature: Christy G, Mauusl Name: Christy Krawisz Title: President
	I hereby authorize John Krawisz to orally verify my/our acceptance of the equipment subject to Lease Agreement # 141771-000 in my absence
	"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."
• •	A control of the control of the first of the first of the desired and the control of the first of the control o

Case: 1:11-cv-09101 Document #: 2-1 Filed: 12/22/11 Page 13 of 20 PageID #:18



	COPY OF DRIVERS L	ICENSE			
Lease Number	r: 141771-000			• • • •	
Lessee Name:	GRAPHIC PALLET & TRANSPORT, INC.	· ·			22
Please include identification w	a copy of your driver's license; with picture and signification	gnature, or anot	her form of pho		 - E
Please provide	a copy from the following individuals:			,	
Signor	Christy Krawisz	<del>-</del>			
PG 1	Christy Krawisz	_			=
PG 2	John Krawisz	_			
PG 3		u-			
PG 4	242	<b></b>			

Place copy of Driver's License(s) below:



· . <u>.</u>	EXHIBI	T'A'	· · ·		
EQUIPN	ŒNT D	ESCRU	PTI	ON"	

UIPMENT DESCRIPTION	INVOICE#	INVOICE DATE	VENDOR NAME	
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	e will be-		to you	
O reend	3/17/08	)		
e de la companya de La companya de la co		Name Association	e de la como de dia de de de como de c	ur il salement bance cum until de

Lease Number 141771-000

Name: Christy Krawisz

Title: President

Date: 03/13/08

Page 1 of \_\_1

<sup>&</sup>quot;Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."



Lease Agreement (Page 1 of 2)
Lease Number: 141771-003

Business Name:	Business Address:	Equipment Location Address:
GRAPHIC PALLET & TRANSPORT, INC.	10225 South Bode SIREE! Plainfield, IL 60585	(if different than billing address of Lessee)
	Transpers, 12.00303	
Business Phone: Business Iax ID#:	1	
630-904-4951 36-4005568		
Lease Terms and Conditions		A CONTRACTOR OF THE STATE OF TH
Monthly Rent Base Term Required Deposit	Deposit Applied to:	Doc Fees:
(plus applicable taxes): (months): 51,247.55 60 \$2,495.10	Time II and II a	6750 00
\$1,247.55 60 \$2,495.10	First and Last 1 Monthly Rentals	\$250.00
The state of the s	CARLO AMERICA CON TO CONTRACT	
Equipment Supplier Lutor mation / Equipment Besersption:	•	
The undersigned agrees that this least reflects the agreem. Agreement and any schedules attached (I case), you, and y Corporation, it's agents, employees and it's successors and Signature:	our shall mean the Lessee indicated below, and a ssigns.	nd page of this agreement. For purposes of this Lease we, us, and our refer to fac Lessor; Balboa Capital
Name: Christy Krawisz	Tiffe: President	Date: 02/08/10
ACCOMUNICADORD BY DIVING LOUDT IT CORDON		
ACKNOWLEDGED BY: BALBOA CAPILAL CORPOR	ATON .	· · ·
Ry:	N/See Financia	new 0/02/12
xey	Vice President	Dater 400/18
case Gunranty		
For purposes of this Guaranty, Lease shall mean the Lease set	forth above and on the second page of the Lease A	agreement. VME/MY shell mean the person making the
guaranty and if married, his or her marital community YOU/	YOUR shall mean the Lessor I agree that I have a	n interest in the Lessec, economic or otherwise, and that
you would not enter into this Lease without this guaranty. It		
they are due and will perform all its other Obligations unde	r the Lease even if you modify or renew the Lea	ase. The Lease guaranty will be jointly and severally
responsible. You do not have to notify me if the Lessee is incessary to enforce this guaranty. If the Lessee defaults, I wi	In delath under the Lease You may obtain any	minimation from credit reporting agencies you deem
you: (i) fail to perfect a security interest in or any property w	if think approach the Obligations (Collateral): Git field	ease 1 agree man I will not be released or discharged in
Collateral. I agree that you do not have to proceed first against	the Lessee or any Collateral. Therefore usive notic	to protect the Considerat, or (try available of resease the
or demands of any kind which I may be entitled to. I will reim	burse you for all expenses you incur in enforcing	your rights against the Lessee or me, including, without
imitation, attorneys' fees and costs. I acknowledge that I have	e read and understood the Lease and this Guaranty	This is an irrevocable, continuing guaranty and binds
by heirs, administrators and representatives. I CONSENT To	O THE JURISDICTION OF THE COURTS OF	ORANGE COUNTY, CALIFORNIA AND/OR THE
UNITED STATES DISTRICT COURT FOR THE CENTRA DETERMINATION OF ALL DISPUTES RELATED TO THE	L DISTRICT OF CALIFORNIA, SANTA ANA	DIVISION, AT YOUR SOLE OPTION, FOR THE
California YOU WAIVE TRIAL BY JURY.	LEASE OR THIS GUARANTY. Tagree mar this	s guaranty shall be governed by the laws of the state of
00 1012	f	1 1
SELD CONTRACTOR OF THE SELD OF	and the second	JAM Spffff
Signature: 10 100 100 100 100 100 100 100 100 100	Signature /	or of alway
Name: Christy Krawisz	Names. Sohn F	Crawisz
Date: 02/08/10 Home Phone:	Date: 02/08/1	10 Home Phone: 630-404-495
LEASE: You agree to lease from us and we agree to lease to you, the ex	quapment listed above or on any schedule to this Lease (E-	quipment). You unconditionally promise to pay us the sum of al
rental and other payments indicated above or on any schedule (Rent). It is consted factual matters. All Rent and other payments under this Leas	on numerize us to insert in this lease any serial numbers :	and other identification data about the Equipment, as well as any or Obligations) are usuable in U.S. dollars, and may be admitted
vard or downward no more than few percent (10%) to reflect actual costs	sWe may from time to time, in our sole discretion, accep-	t a photocopy or electronically transmitted facsimile copy of this
se, any Schedules to this Lesse, or other Lease documents as the bindi	ng and effective record of such agreement(s) whether or r	nor an ink signed counterpart thereof is also received by us from
provided, however, that no such agreement(s) shall be binding upon to		ranno de la comercia de la compania
	a morning by us shall	title where we are to sign as indicated on the rease, occidente of
sof and shall be legally, admissible under the best or original evidence m	lo received by us shall, when executed by us, constitute an	original document for the purpose of establishing the provisions
TEKNI OF LEASE: This Lesso shall become effective upon acceptance	lo received by us shall, when executed by us, constitute an tile and binding on the parties. ce by us by signing and dating firs Lesso. A procests po	original document for the purpose of establishing the provisions ction of the aggregated average of the Root based on a daily
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repairs, or maintenance of the Equipment, and that we are not a party to the maintenance agreement. If you have a dispute regarding maintenance or service then you will nevertheless continue to pay all Obligations as they become due.

S. UCC-ARTICLE 2A (whenever the term Article 2A is used herein, it is understood to include counseling provisions of Cultivaria. Complexical Code Division 10 when California has a projectible you agree that this leave is a Trigging lease, under Article 2A of the Uniforn Commercial Code as adorsed by the State of California You acknowledge that (3) we did not acted; membrachine or supply the Equipment, but at your exquest we have purchased the Equipment for lease to you; and (b) based solely on your own judgment, you have approved any purchase or supply contract with the Supplier before signing this lease. You may have rights under the supply or purchase contract, and you may occured the Supplier for a description of these rights or any warracties. To the extent permitted by applicable law. You warve any AND ALI RIGHTS AND REMEDIES CONFERRED UPON YOU UNDER UCCSS 2A-393 AND 2A-508 THROUGH 2A-522, INCLUDING WITHOUT LIMITATION, THE RIGHT TO REPUDIATE THE LEASE AND REMECIT THE EQUIPMENT; REVOKE ACCEPTANCE OF THE LEASE; OR RECOVER DAMAGES FROM US FOR ANY EREACH OF WARRANTY.

6. DELIVERY OF EQUIPMENT: You request that we arrange delivery to you at your expense. We may at our discretion confirm by telephone that you have accorded the Equipment and this telephone verification of your accordance of the Equipment shall have the same effect as a spired Polity of and the construct Conference of the Equipment shall have the same effect as

and the subject to any claims, defenses or set of subjects the Equipment without our prior written upproved. We may sell, assign or transfer this Lease without notifying you; and you agree that if we do, the new Lessor will have the same rights and benefits that we now have, and will not have to perform any of our obligations. You agree that the rights of the new Lessor will not be subject to any claims, defenses or setoffs that you may have against us

8. OWNERSHIP, RICHIS AND QUIET ENJOYMENT: You agree that we are the owner of and have title to the Equipment or in the case of software, the assignment or the rights to the sestignment of the software and/or its license(s). You agree, at your expense to protect and defend our fitle and other rights to the Equipment. You stall have the right to quiet asse and enjoyment of the Equipment for the term of this Lease, provided you are not in default. We also have the right at a resemble times to interest the Equipment.

defend out fitte and other rights to the Equipment. You stall have the right to quiet use and onjoyment of the Equipment for the term of this Lease, provided you are not in default. We also have the right, at reasonable times, to inspect the Equipment at your depense.

9. CARE, USE AND LOCATION: LOSS OF EQUIPMENT: You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only at your address shown on this Lease, only for business or commercial purposes and in compliance with all applicable laws ordinances or regulations. You will not make any alternations to the Equipment without our prior written consent, up: will you make any alternations to the Equipment without our prior written consent, up: will you permanently stated the Equipment to any real extant. You are responsible for protecting the Equipment from damage, and from any other kind of loss while you have the Equipment or while it is being delivered to you in the event the Equipment is lost, stolen or damaged then you shall have the opinion within one week of such event to: (a) repair or replace the Equipment or (b) pay to us the unpaid balance of the containing Rent made this Lease and our residual interest in the Equipment discounted to present value at the rate of five pricent (5%) plus any other Obligations.

10. TAXES AND FERS: You egree to pay when due all taxes (including personal property tax, fines and penalties) and fees relating to this Agreement or the Equipment if we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf in addition, you also agree to pay us any filing fees prescribed by the Uniform Commercial Code or other law and reimburse us for all costs and expenses involved in documenting and servicing this transaction. You further egree to pay us an origination fee on or before the date the first payment is due. You also acknowledge that in addition to the lease payments, we may assess and you may be required to pay additional taxes and/or fees. Such fees may not only cover our costs they may also include a runtif

fees may not only cover our costs they may also include a profit.

11. INDEMINITY: We are not responsible for any injuries or losses to you or any other person of property caused by the installance, operation, maintenance or use of the Emipment. You some to reinburse us for and defead as against any claims for such losses or injuries, including, without limitation, those arising out of the negligence, tort or strict liability claims. This indemnity shall continue even after the term of this Lease has expired.

12. INSURANCE: During the term of this Lease, Lessee agrees to maintain, at Lesseo's expense, "Special Form" property insurance protecting the Equipment for its full replacement value, naming Lessor as a loss payed on a Lender's Loss Payablo" endorscuent, and public liability, insurance, in amainst acceptable to Lessor, naming Lessor as an additional insured (together "Required Insurance") Lessor must provide Lessor satisfactory written evidence of "Required Insurance within thirty (30) days of the commencement date of this Lease or of insurance that the continuous and amounts as Lessor deems reasonable to protect Lessor interests (Lesse Insurance). Lease insurance covers the Equipment and Lessor, it does not mane Lessoe as an insured Lessoe agrees to pay Lessor periodic charges in Lease Insurance (Insurance Charges") that include a premium that may be higher than if Lessor maintained Required Insurance separately, a finance charge of up to the implicit rate of the Lease on any premium advances made by Lessor or Lessor agents; and billing and processing fees, each of which may generate a profit to Lessor and Lessor agents. If Lessee fails to pay billed Insurance Charges within 30 days of their due date, Lessor may pay them by applying finds paid ander the Lessor and discontinuous billing Insurance Charges under the payment. Lessor shall discontinuo billing Insurance Charges under the rules of the American Arbitration Association in Los Angeles, California; provided however, such agreement does not authorize class action arbitration.

American Anomator Association in Los Angeles, California; provided however, such agreement does not surfacilities exist artifaction.

13. DEFAULT AND REMEDIES: If you (A) do not pay any Obligation when due; (B) break any of your promises, representations or coverants under this Lesse; (C) any guarantor enters (voluntarily) or involuntarily) into a banktuptey proceeding; (D) are a conjuctation and more than 20% of the issued and outstanding voting capital stock is transferred to or sequired by any person or early that is not an owner as of the date of this Lesse; (E) you change your name, state of incorporation, chief executive office and/or place of residence without providing us with 30 easy prior written notice of such charge, you will be in default in the event of a default by you, we can require that you return the Equipment to us and pay to us the remaining belance of all of

the Rent due under this Lease, discounted to present value at five percent (5%), together with any other amounts due under this Lease. We can also require that you pay to us our residual interest in the Equipment Interest shall accrue on all Obligations due us from the date of default until paid at the rate of eighteen percent (18%) per canara, but only to the extent permitted by law. We shall also be entitled to except from you all damages caused by that default. We can also use, any of the remedies available, to us under the UCC or any other tay including representation of the Englapment or collect. Collinated "You agree to reinburse of for all charges" costs, expenses and attorney's fees that we have to pay to enforce this Lease or collect the Obligations under this Lease and in any laws or or other legal proceeding which we bring or defend. You also agree that in the event of a dispute related to or arising out of this Lease, the Lessor in such dispute shall be capilled to recover its reasonable attorney's fees and costs. If we have to take possession of the Equipment 'You agree to pay the cost of repossession, storing, shipping, cepairing and selling the Equipment 'You agree that we are entitled to abandon the Equipment if we reasonably believe it to be in our best interests.

14. OTHER RIGHTS: Time is of the essence in this Lease. You agree that any delay or failure by us to exforce our rights under this Lease or any other agreements shall not provent us from enforcing any rights at a later time. Both parties intend this Lease to be a valid end legal document and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. You also grant us a security interest in the Equipment and any proceeds of accessions and attachments to the Equipment as desuring for your Obligations. You agree that we may file funcating statements or other related filings in our name of any agent designants by us. You hereby authorize us, in dur assigns, to file a funcating statement without your signature, in form of content and from time to the as we deem proper. Itsing you as Lesses or Debtar.

IS. IESSEE REPRISENTATIONS AND WARRANTIES: You hereby represent and contract that at the time you sign this I case you are and chall remain a beginning cutify duly organized, validly existing, and in good standing moder the lews of the state of organization; that your exact legal name, state of incompation, location of your chief executive office and/or your place of residence as applicable, have been correctly identified to us. You further represent and warrant that at the time you sign this Lease the person executing this Lease or any related document to behalf of you or any related guarantor shall be sufferied to take such action and bind you and the guarantor to the Lease, and that the execution, delivery and performance of this Lease is drily authorized by your organizational documents and, if necessary, resolutions of your direction under shartholders, partners, or managers and/or members.

16. RETURN OF EQUIPMENT; RENEWAL: If no default exists or has occurred under this Lease, you may, at the end of the original or any renewal term, practiase all (but not less than all) of the Equipment. At least 120 days but no more than 270 days prior to the end of the original Lease term, you must give us written notice, via certified mail, that you will purchase the Equipment for its fair market value, which we shall determine in our reasonable judgment or that you will return the equipment to us. If you do not give us such written notice or if you had you will return the equipment in accordance with the terms and conditions of this Lease, then this Lease shall automatically conew for a 12 month term, and thereafter renow for successive 6 month terms until you deliver the Equipment to us. During such renowal(s), the Eart shall be the highest monthly not set forth in this Lease. We may cancel the crowded by sending you written notice 90 days prior to such renewal term. This end of term option may become null and void at our discretion if any fivent of Default occurs or continues at any time during the original term of the Lease. Upon payment of and of term option price plus any applicable taxes, and if no default exists, we shall transfer our interest in the Equipment to you "AS-IS, WHERE IS" without any representation or warranty whosoever and this Lease will terminate Provided you have given the required notice, and are not then in default, you shall terturn the Equipment, finight and insurance prepaid to us in good repair, condition and working under, ordinary wear and tear excepted, in a manner and to a location designated by us. Until the end of term option price is actually paid you will be responsible to contrace to pay rent at the monthly rate set forth in this Lease.

17. LATE CHARGE. KEES: If may pert of any Obligation is not used: by you within three (3), days of its due date, you egree to pay us cigitteen percent (18%) of each such late payment (to the cutoff to remitted by law).

18. ENTIRE AGRICEMENT; CHANGES: This Lease contains the entire agreement between your and its, and it may not be akered, amended modified, termineted or otherwise changed except in writing and signed by both you and us. A limiting endorsement on a check or other form or payment will not be effective to modify the Obligations or any of the other terms and conditions of this Lease, and we may apply any payment received without being bound by such limiting endorsement.

19. COMPLIANCE: NOTICES: In the event you fail to comply with any terms of this Lease, we can, but we do not have to, take any action necessary to effect your compliance. If we are nequired to pay any amount to obtain your compliance, the amount we pay plus all of our expenses in causing your compliance, shall become additional Obligations. This Lease is for the benefit of end its bindum upon your and your personal correspondings. speciessors and assigns.

benefit of end is binding upon you and your personal representatives, successors and assigns.

20. CHOICE OF LAW; JURISDICTION: YOU AND WE AGREE THAT THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AT OUR OFFICE. SAND GOVERNED BY SHE LAWS OF THE STATE OF CALIFORNIA. YOU AND WE EACH CONSENT TO THE JURISDICTION OF THE COURTS OF ORANGE COUNTY, CALIFORNIA AND/OR THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, SANTA ANA DIVISION FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THES LEASE YOU WAIVE TRIAL BY JURY IN ANY ACTION BETWEEN US.

21. REPRESENTATIONS AND COVENANT OF LESSEE: You represent that all financial and other information furnished to us was, at the time of delivery, true and correct. During the term of this Lesse, you shall provide us with such interior or annual financial statements and filed tax gatums as we request.

22. COUNTERPARTS: If this document was sent electronically, you hereby wanted that this document has not been altered in any way. Any alteration or revision to any part of this or any stacked documents will make all such alternations or revisions non-brading and void. Only one counterpart of the Lease and of each Schedule or Addenda shall beer our first signed signature and shall be marked "Original". To the extent that any Lease, Schedule or Addenda constitute chattel paper (as that term is defined by the Uniform Commercial Code), a security interest may only be created in the Lease Schedule, or Addenda that bears our link signed signature and is marked "Original".

Lease Number: 141772-003 Initials



	DELIVERY AND ACCEPTANCE CERTIFICATE
	Lease # 141771-003
•	By signing below, you, the Lessee, agree:
	a. That all Equipment described in the Lease identified above has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the Lease; and
	b That we, BALBOA CAPITAL CORPORATION, are authorized to purchase the Equipment and start billing you under the Lease as set forth in Section 2.
	Date of Acceptance:
Elii)	Signature: Christy Krawisz  Title: President
	I hereby authorize John Krawis Z to orally verify my/our acceptance of the equipment subject to Lease Agreement # 141771-903 in my absence
i	"Delivery of this document bearing a facsimite signature or signatures shall have the same force and effect as if the document bore an original signature."



signing below, I, the lessee, acknowledge that agreement, which is the governing document to	perchy incorporated, for the purpose of describing the equipment's I choose to lease the equipment listed on the invoice(s) per the pain this lease regardless of the price and terms (if any) indicated on the	ayment schedule and the terms and	771-003 By
EQUIPMENT DESCRIPTION	INVOICE # INVOICE DATE	VENDOR NAME	
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dee madice(s) aliacrier	d hereto as Exhibit "A1" and incorporated her	rein by inis reference.	
Vender:	Pacific Trail Manufacturing Inc 6532 SE Crosswhite Way Portland, OR 97208	·	
Invoice#	18204	•	
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sse Number 141771-003-	FD ANICOLYD-T TAYO		
see Number 141771-003- see Name GRAPHIC PALLEI &	IRANSPORT, INC.		

"Delivery of this document bearing a facsimile signature or signatures shall have the same force and effect as if the document bore an original signature."

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Company Resolution  I John Krawiaz	s chief Capital s of the
GRAPHIC PAILET & TRANSPORT, INC.  hereby certify that Company's exact legal name, state of incorporation/organization, location of its chie executive office and/or its place of residence, as applicable, have been correctly identified to Balboa Capital Corporation, and that at a duly constituted meeting of the Board of Directors/Officers/Members/Partners of the Company, the Board resolved that the following individuals:	s chief Capital s of the
GRAPHIC PALLET & TRANSPORT, INC.  (the "Company")  hereby certify that Company's exact legal name, state of incorporation/organization, location of its chie executive office and/or its place of residence, as applicable, have been correctly identified to Balboa Capital Corporation, and that at a duly constituted meeting of the Board of Directors/Officers/Members/Partners of the Company, the Board resolved that the following individuals:	s chief Capital s of the
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Corporation, and that at a duly constituted meeting of the Board of Directors/Officers/Members/Partners of the Company, the Board resolved that the following individuals:	s of the
Company, the Board resolved that the following individuals:	
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Christy Krawisz President	Services
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is/are authorized for, on behalf of and in the name of this Company, to negotiate, procure and execute such	Services Services Annual Annual
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advisable to effectuate the most favorable interests of the Company, and the execution of such documents by	e such
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advisable to effectuate the most favorable interests of the Company, and the execution of such documents by said officer shall be conclusive evidence of his/her approval thereof.  IN WITNESS WHEREOF, I have affixed my name as <u>Vice-Fresident</u> of the Company on 02/08/10  "Delivery of this document bearing a facilitie signature or signatures that have the same force and effect as if the document	e such service of the
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advisable to effectuate the most favorable interests of the Company, and the execution of such documents by said officer shall be conclusive evidence of his/her approval thereof.  IN WITNESS WHEREOF, I have affixed my name as <u>Vice-President</u> of the Company on 02/08/10  "Delivery of this document bearing a facelengle signature or signatures thall have the same force and effect as if the document bore an original signature."  Legal Name of Company: <u>GRAPHIC PALLET &amp; TRANSPORT, INC.</u>	e such service of the

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Pursuant to Lease Agreement 141771-003  CORPORATION (the "Lessor") and GRAPH	dated		ALBOA CAPITAL	
(the Lessee") the undersigned (the Lessee")	proposes to be the Lessee	of certain equipment from I	lessor.	Interior Control Contr
The Equipment will be purchased by Lessor five	om the following "Vendo	I(8)",		2022
Parific Trail Manufacturing Inc.		· —		
	والمراور والمراور المراور المراور والمراور والمر	Lust		-
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sale, or other document of title, from the Vendo The Lessee, being satisfied that its payments u payment, hereby consents to the Vendor(s) tra- fransfer of the Equipment to Lessor, disclaims of being the Lessee under the Lesse.  "Delivery of this document bearing a facsion."	rader the Lease are based naferring the entire owns any ownership interest or	l solely upon Lessor's payn uship in the Equipment to I nights in the Equipment ex	.essor, and, effective on cept those the Lessee has	the aemai
Total bit at the document resumen residen	is feelighto as prod	paiure."		
LESSEE: GRAPPIC PALLET & TRANSPORT, INC.		<u></u>		
Dr. Clinity Faurez	d Comment of the Comm		•	
Name: Christy Kravisz Title: President				
Date: 02/25/10				·