

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

BALBOA CAPITAL CORPORATION

Plaintiff,

v.

WCS LENDING LLC,

Defendant.

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Civil Action No.: 3:14-cv-00108-B

DECLARATION OF TODD M. EDSON

1. My name is Todd M. Edson. I am over the age of eighteen years. I am of sound mind, capable of making this declaration and fully competent to testify to the matters stated in this declaration. I have personal knowledge of each of the matters stated in this declaration and they are true and correct.

2. I am a duly authorized agent and representative of the Plaintiff in the above-styled action, Balboa Capital Corporation ("*Plaintiff*"). As part of my duties, I am responsible for the servicing and collection of the indebtedness owed to Plaintiff by Defendant, WCS Lending LLC ("*Defendant*") described in this declaration.

3. On January 14, 2014, Plaintiff sued Defendant for two counts of breach of contract and a request for declaratory judgment that Plaintiff is entitled to immediate physical possession of Plaintiff's personal property under Defendant's control. On January 14, 2014, Plaintiff filed its Original Complaint with the Court [Docket No. 1] ("*Complaint*"). A true and correct copy of the Complaint is attached hereto as Exhibit B-1. The Complaint and the documents attached thereto support the testimony contained in this declaration.

4. On January 17, 2014, Defendant was served with a summons and a copy of Plaintiff's Complaint via process server's hand delivery to Defendant's registered agent for

service of process. A true and correct copy of the Proof of Service is attached hereto as Exhibit B-2.

5. Defendant did not file a responsive pleading or otherwise defend against this lawsuit within 21 days after January 17, 2014, the date of service of process on Defendant.

6. Plaintiff meets the procedural requirements for obtaining an entry of default and an entry of default judgment under Rule 55 of the Federal Rules of Civil Procedure.

7. Defendant is not a minor or incompetent person.

8. Defendant is not in military service.

9. Defendant is not the U.S. government or a federal officer or agency.

10. Defendant is not a foreign sovereign.

11. Plaintiff's damages are for a sum certain. As of the date of this declaration, Defendant is indebted to Plaintiff for the unpaid balance due and owing under that certain Master Lease Agreement, attached as Exhibit No. 1 to the Complaint ("*Lease*"), including past due lease payments, present value of remaining lease payments, and all charges due and owing under the terms of the Lease through February 25, 2014 in the sum total amount of \$82,515.00, with interest continuing to accrue at the rate of \$21.47 per diem from and including February 26, 2014 until the date judgment is entered.

12. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: March 10, 2014.



Todd M. Edson
Collections Manager
Balboa Capital Corporation

EXHIBIT B-1

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

BALBOA CAPITAL CORPORATION

Plaintiff,

v.

WCS LENDING LLC,

Defendant.

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Civil Action No.: _____

PLAINTIFF'S ORIGINAL COMPLAINT

Plaintiff, Balboa Capital Corporation ("*Balboa*"), files this Original Complaint against WCS Lending LLC ("*Defendant*"), and alleges as follows:

**I.
PARTIES**

1. Balboa is a corporation organized under the laws of the State of California. Balboa's principal place of business is located in Irvine, California. Balboa is authorized to conduct business in the State of Texas. As a corporation, Balboa's citizenship is determined by its state of formation and the location of its main office. Accordingly, Balboa is a citizen of California. Balboa has standing and capacity to file this suit in this Court.

2. Defendant is a limited liability company organized under the laws of the State of Florida. Defendant is authorized to conduct business in the State of Texas. Defendant's only members are Eric Wallberg ("*Wallberg*") and Carlos Cepeda ("*Cepeda*").¹ Wallberg and Cepeda are individuals. As individuals, Wallberg's and Cepeda's respective citizenship is determined by the location of their domicile. According to Defendant's Texas Franchise Tax Public

¹ The citizenship of a limited liability company is determined by the citizenship of all of its members. *Harvey v. Grey Wolf Drilling Co.*, 542 F.3d 1077, 1080 (5th Cir. 2008).

Information Report, filed with the Texas Secretary of State on or about April 11, 2013, Wallberg and Cepeda are domiciled in the State of Florida. Accordingly, Defendant is a citizen of Florida. Defendant is a proper defendant in this action and is being sued in its correct capacity as a limited liability company. Defendant may be served with process through its registered agent, National Registered Agents, Inc. (“Agent”) at 1999 Bryan Street, Suite 900, Dallas, Texas 75201-3136. Alternatively, Defendant may be served with process through its Agent at 1614 Sidney Baker Street, Kerrville, Texas 78028.

II. JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs, and is between citizens of different States.

4. The Court has personal jurisdiction over Defendant because Defendant is subject to jurisdiction under the Texas Long-Arm Statute, TEX. CIV. PRAC. & REM. CODE ANN. § 17.042(1) (Vernon 2008), and the exercise of such jurisdiction is consistent with due process under the United States Constitution.

5. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1391(b)(2) and (3).

III. CAUSE OF ACTION BREACH OF CONTRACT – LEASE OBLIGATIONS

6. Balboa adopts and re-alleges the allegations contained in paragraphs 1 through 5, as if fully set forth herein.

7. On or about January 31, 2013, Defendant executed and delivered to Balboa, as successor-in-interest to VAR Resources LLC (f/k/a VAR Resources, Inc.), that certain Master

Lease Agreement (the “*Lease*”). A true and correct copy of the Lease is attached hereto as Exhibit No. 1 and by reference made a part hereof for all purposes.

8. Under the terms of the Lease, Balboa delivered to Defendant certain equipment for use in connection with Defendant’s business operations. In exchange for the use of such equipment, Defendant promised to pay Balboa certain sums more specifically identified under the terms of the Lease.

9. Balboa is the current owner and holder of the Lease and all other related documents. Balboa is entitled to recover all monies due and owing under the Lease. Balboa is entitled to possession of the unreturned equipment delivered to Defendant under the Lease.

10. Defendant has defaulted on its obligations under the terms of the Lease.

11. Despite demand having been made, Defendant has failed and refused, and continues to fail and refuse, to: (a) pay the amounts due and owing to Balboa under the terms of the Lease and (b) return Balboa’s equipment delivered to Defendant under the terms of the Lease. A true and correct copy of the demand letter served by Balboa on Defendant is attached hereto as Exhibit No. 2 and by reference made a part hereof for all purposes.

12. After all just and lawful offsets and credits have been allowed, there is a balance due and owing under the terms of the Lease through January 14, 2014 in the amount of \$81,613.26, with interest continuing to accrue at the rate of \$21.47 per diem from and including January 15, 2014 until the date judgment is entered.

13. Under the terms of the Lease and Section 38.001 *et seq.* of the Texas Civil Practice and Remedies Code, Balboa is entitled to recovery of its reasonable attorneys’ fees for the prosecution of this collection action.

14. Balboa is also entitled to recover post-judgment interest on the entire amount of the judgment from the date judgment is entered until the date judgment is paid at the highest rate under applicable law.

15. All conditions precedent to Balboa's recovery in this action have occurred or been performed.

**IV.
CAUSE OF ACTION
BREACH OF CONTRACT – RETURN OF EQUIPMENT**

16. Balboa adopts and re-alleges the allegations contained in paragraphs 1 through 15, as if fully set forth herein.

17. The Lease is a valid, enforceable contract.

18. Balboa is a proper party to sue for Defendant's breach of the Lease because Balboa is the damaged party under the Lease as a direct result of Defendant's breach.

19. Balboa fully performed its obligations under the Lease by delivering the requested equipment to Defendant.

20. Defendant has breached its obligations under the Lease by failing to return such equipment to Balboa upon notice and demand therefor following Defendant's payment default.

21. Defendant's failure to return such equipment has caused Balboa to incur economic damages.

22. Under the terms of the Lease and Section 38.001 *et seq.* of the Texas Civil Practice and Remedies Code, Balboa is entitled to recovery of its reasonable attorneys' fees for the prosecution of this action.

23. Balboa is also entitled to recover post-judgment interest on the entire amount of the judgment from the date judgment is entered until the date judgment is paid at the highest rate under applicable law.

24. All conditions precedent to Balboa's recovery in this action have occurred or been performed.

**V.
CAUSE OF ACTION
REQUEST FOR DECLARATORY JUDGMENT**

25. Balboa adopts and re-alleges the allegations contained in paragraphs 1 through 24, as if fully set forth herein.

26. Balboa petitions the Court under 28 U.S.C. §§ 2201, 2202 and Rule 57 of the Federal Rules of Civil Procedure for a declaration of the parties' rights, duties, and legal relations under the Lease. Specifically, Balboa seeks a declaration from the Court that Balboa is entitled to immediate physical possession of all equipment and other tangible and intangible property delivered to Defendant by Balboa under the terms of the Lease ("*Equipment*"), and that Defendant is obligated to immediately return the Equipment to the physical possession of Balboa under the terms of the Lease. Balboa holds legal title to, and is the record owner of, the Equipment.

27. A judicial declaration of the parties' rights under the Lease is necessary because Defendant has failed and refused, and continues to fail and refuse, to return the Equipment to Balboa after notice and demand for the same. Consequently, a real and justiciable controversy exists regarding the party entitled to immediate physical possession of the Equipment. The terms of the Lease are clear in this regard. A declaration from this Court interpreting the terms of the Lease will resolve the present controversy.

28. Under Section 12 and Section 13 of the Lease, after notice of default under the Lease, Defendant is required to return the Equipment to Balboa pursuant to Balboa's instructions. As describe above, Defendant has defaulted under its payment obligations under the Lease. Despite receiving notice of such default and demand for return of the Equipment, Defendant has failed and refused, and continues to fail and refuse, to return the Equipment to Balboa.

29. As a result of Defendant's refusal to return the Equipment, Balboa's initiation of this lawsuit and related litigation is unavoidable. The legal relations of the parties under the Lease establishes beyond contestation Balboa's right to immediate physical possession of the Equipment. Unless this controversy is herein determined, Balboa will be deprived of its rights under the Lease in this dispute. As such, a determination of the parties' rights and obligations under the Lease is necessary for Balboa to protect its interests in the Equipment.

30. Balboa has found it necessary to retain the law firm of McGlinchey Stafford, PLLC to institute and prosecute this action. Balboa is entitled to recover its reasonable, necessary, equitable and just legal fees under 28 U.S.C. § 2202 and pursuant to the terms of the Lease.

31. All conditions precedent to the bringing of this action have been performed or have occurred.

VI. REQUEST FOR RELIEF

For the above reasons, Balboa respectfully requests the Court that the Defendant be summoned to appear and answer herein, and that upon final trial of this action have judgment against the Defendant for the following:

(a) the unpaid balance under the Lease, including past due lease payments, present value of remaining lease payments, and all charges due and owing under the terms of the Lease through January 14, 2014 in the amount of \$81,613.26, with interest continuing to accrue at the rate of \$21.47 per diem from and including January 15, 2014 until the date judgment is entered;

(b) Balboa's actual damages incurred as a direct result of Defendant's failure to return the Equipment in compliance with the terms of the Lease;

(c) a declaration that Balboa is entitled to immediate physical possession of the Equipment, and Defendant is obligated to immediately return the Equipment to the physical possession of Balboa;

(d) Balboa's reasonable and necessary legal fees;

(e) post-judgment interest on the entire amount of the judgment from the date judgment is entered until the date judgment is paid at the highest rate under applicable law;

(f) all costs of court; and

(g) all other relief to which Balboa is entitled.

Respectfully submitted this 14th day of January, 2014.

s/ Thomas C. Scannell

STEVEN T. HOLMES

State Bar No. 00794918

THOMAS SCANNELL

State Bar No. 24070559

MCGLINCHEY STAFFORD, PLLC

2711 N. Haskell Avenue,

Suite 2750, LB 25

Dallas, Texas 75204

Telephone: (214) 445-2445

Facsimile: (214) 445-2450

E-mail: *sholmes@mcglinchey.com*

tscannell@mcglinchey.com

ATTORNEYS FOR PLAINTIFF

Master Lease AgreementTHIS IS A NON-CANCELABLE,
LEGALLY BINDING CONTRACT

Master Lease Number:

Lessee (Leasing Customer) - Use exact registered name if a corp., LLC or LP		Lessee's Chief Executive Office - Street		City
WCS Lending, LLC		951 NW 51st St Ste 150		Boca Raton
Tax ID #	State	County	Zip Code	Lessee's Telephone
1165	FL	Palm Beach	33431-4432	

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" and "Our" mean VAR Resources, Inc. "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. This Master Agreement, together with each Schedule entered into pursuant hereto and the related and supporting documents entered into directly with Us in connection with the transaction represented in a Schedule ("Other Documents"), represent the final and only agreement between You and Us regarding the leasing of the Equipment identified in such Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us. Neither this Master Agreement nor any Schedule may be changed except by a written agreement between You and Us. Other agreements not stated in this Master Agreement, Schedules and Other Documents (including those contained in any purchase agreement or order between You and the Supplier) are not binding on Us.

1. **LEASE OF EQUIPMENT.** Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. After You sign a Schedule, We may (i) insert the Lease number thereon and any other information missing in such Schedule, and (ii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost or tax amount or a payment miscalculation. No Schedule is binding on Us until We sign it. If You are other than a sole proprietorship, Your signature on this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the Schedule and the Other Documents, and the performance of Your obligations hereunder and thereafter, have been authorized by all necessary company action, and that the person(s) signing this Master Agreement, the Schedule and the Other Documents has been duly authorized to do so.

2. **UNCONDITIONAL OBLIGATION TO PERFORM.** With respect to each Schedule, You agree that: (a) You, not We, selected the Equipment and the Supplier; (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"); the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us; (c) Your duty to perform Your obligations under the Master Agreement and the Schedule is unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever; (d) if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from fully performing Your payment and other obligations to Us; and (e) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform your payment and other obligations to Us.

3. **ORIGINAL TERM; END OF TERM OPTIONS; RENEWAL PROVISIONS.** The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept and sign the Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect whether it is the Original Term or a Renewal Term (as defined below). Unless You notify Us in writing at least 90 days but not more than 120 days before the end of a Present Term that, at the end of such Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in the Schedule, then: (a) the Schedule will automatically renew for an additional three-month term (each a "Renewal Term"); and (b) the Lease Payment amount and the other terms of the Schedule and of this Master Agreement and Other Documents will continue to apply. If You do notify Us in writing within the time set forth above that You intend to return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule as applicable.

4. **LEASE PAYMENTS.** With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment installation date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided for herein are payable in advance periodically as stated herein and therein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and then to the current amount due in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past due amounts and the unused portion will be returned to You within 90 days after the end of the final Present Term of the applicable Schedule. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00.

5. **DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get Our permission. You shall give Us access to each Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the applicable Schedule. We will own and have title to all Equipment (excluding any software) throughout the Term of each Schedule. You agree that all Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind whatsoever. You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

6. **NO WARRANTIES; FINANCE LEASE.** WITH RESPECT TO EACH SCHEDULE, WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the transaction represented by each Schedule is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. With respect to any one or more Schedules, You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any) including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Vendor(s).

NO SCHEDULE MAY BE TERMINATED EARLY. THE TERMS OF THIS MASTER LEASE ARE CONTINUED ON THE REVERSE OR NEXT PAGE --

Accepted by VAR Resources, Inc. at:	Lessee: WCS Lending, LLC
2330 Interstate 30 Mesquite, TX 75150	By: 1/31/13 (Date)
3/6/13 (Date)	Print Name: Carlos Cepeda Title: Managing Member

7. LIABILITY; INDEMNIFICATION. We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), liabilities, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

8. LOSS; DAMAGE; INSURANCE. You shall, during the Term, (i) bear the risk of loss and damage to all Equipment leased under all Schedules and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep all Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of each Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If You do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Schedule, or if such Insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge You a periodic Insurance Charge for such Other Insurance. The Insurance Charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, billing and tracking fees, charges for Our processing costs associated with the Other Insurance, and other related fees. We and/or one or more of Our affiliated companies or agents will receive a portion of the Insurance Charge which may include a profit. We are not obligated to obtain and may cancel Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT; YOU SHALL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCUMBER (collectively, "Transfer") THIS MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART. We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all Equipment leased thereunder, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively "Governmental Charges"). We may periodically bill you for and You agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.

11. SAVINGS CLAUSE. If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law (including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied to any amount then due and owing by You with respect to such Lease, adjusted to conform with applicable law, or if there is no such amount then due and owing by You, will be refunded to You.

12. DEFAULT. You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us: You fail to pay any amount within 15 days of the due date or fail to

perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Lease(s) represented by any other Schedules, (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement, (C) take possession of and/or render unusable the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) with respect to any one or more Schedules, require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus; if the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under the Lease shall not constitute a waiver thereof.

13. RETURN OF EQUIPMENT. If You are required to return the Equipment under any Schedule, You shall, at Your expense, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 5 of this Master Agreement). If You are required to return the Equipment under Section 12 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand. If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 5 of this Master Agreement).

14. APPLICABLE LAW; VENUE; JURISDICTION. The parties agree that this Master Agreement, each Schedule and Other Document shall be treated as though executed and performed in Dallas County, Texas, and any legal actions relating to this Agreement, any Schedule or any Other Document must be instituted in the courts of Dallas County, Texas or the United States District Court for the Northern District of Texas, which shall have exclusive jurisdiction. You and We hereby waive Your and Our respective rights to a trial by jury in any legal action. Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Lease.

15. MISCELLANEOUS. You represent and covenant to Us that this Master Agreement is, and each Schedule will be, enforceable against You in accordance with its terms, and You acknowledge that this representation and covenant was a material inducement to Us to acquire the Equipment to be leased under each Schedule and to enter into this Master Agreement and each Schedule. This Master Agreement and any one or more Schedules may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Master Agreement, and You agree that a facsimile or other copy of this Master Agreement and of any Schedule and Other Document containing Your faxed or copied signature shall be as enforceable as the original executed document.


Lessee's Initials:


Exhibit A



Equipment Lease Schedule No. 1

This Equipment Lease Schedule (this "Schedule") is made and entered into as of the 31st day of Jan 2013, by and between VAR Resources, Inc. (hereinafter "We," "Us" or "Our") and WCS Lending, LLC (hereinafter "You" or "Your"). This Schedule is entered into subject to that certain Master Lease Agreement No. _____ (the "Master Agreement") between You and Us. All of the terms and conditions set forth in the Master Agreement are hereby reaffirmed and incorporated in and made part of this Schedule, as if fully set forth herein. The Master Agreement, together with this Schedule and the related and supporting documents entered into in connection with this Schedule, represent the final and only agreement between You and Us regarding the leasing of the Equipment identified below and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us relating to the leasing of the Equipment. This Schedule may not be changed except by way of a written agreement between You and Us. Other agreements (including, without limitation, those contained in any purchase agreement or order between You and the Supplier of Equipment) not stated in the Master Agreement or in the Schedule or other supporting documents are not binding on Us. This Schedule, inclusive of the terms and conditions set forth in the Master Agreement, constitutes a separate lease between You and Us. Any amendment to the Master Agreement subsequent to the date of this Schedule shall be ineffective as to this Schedule unless otherwise expressly stated in such amendment. This Schedule may not be modified except in a writing signed by You and Us.

1. We hereby agree to lease to You, and You hereby agree to lease from Us, the following described Equipment upon the terms and conditions set forth in this Schedule and in the Master Agreement:

Description of Equipment - INCLUDE MAKE, MODEL AND SERIAL NUMBERS (ATTACH ADDITIONAL PAGE IF NECESSARY)

See attached Schedule A

2. Equipment Supplier: VAR Resources, Inc.
3. Equipment Location Address: 951 NW 51st St Ste 150 Boca Raton FL 33431
4. Original Term: 36 months
5. Commencement Date of this Lease: _____
6. Lease Payment Amount: \$2034.25 per: ☒ Month ☐ Quarter
☐ Year ☐ Other: _____
7. Check here ☐ if Lease Payment amount includes sales/use tax
8. \$4,068.50 Lease Payment(s) is(are) due at the time this Schedule is signed which shall be applied to the:
☐ First Lease Payment ☒ First and Last Lease Payments ☐ Other: _____
9. Security Deposit: \$ _____
10. Purchase Option at end of Original Term: ☐ None ☒ Fair Market Value as of end of Original Term
☐ One Dollar (\$1.00) ☐ Other: _____

The above equipment purchase options may be exercised by You only at the end of the Original Term. If you are in default under the Master Agreement or this Schedule at the time you desire to exercise a purchase option You must cure such default to Our satisfaction before having the right to exercise such option. If the "One Dollar" purchase option is checked above, then the last two sentences of Section 3 of the Master Agreement shall not apply to this Lease (in other words, the "automatic renewal" provisions in Section 3 shall not apply to this Lease). If the "Fair Market Value" option is checked above, then the purchase price will be the fair market retail value of the Equipment as determined by Us in our sole but reasonable judgment as of the end of the Original Term.

11. This Schedule is not binding upon Us unless and until We accept this Schedule by signing below. A facsimile copy of this Schedule shall have the same force and effect as the original. This Schedule is non-cancelable and may not be terminated early.

VAR Resources, Inc.

By: X

Date:

Accepted and signed in Mesquite, TX

You: WCS Lending, LLC

By: X

Name (Print):

Title: Managing Member

Date Signed: 1/31/13

SCHEDULE "A"

WCS Lending, LLC

<u>Quantity</u>	<u>Description</u>
30	ASUS VS208N-P 20" LED
30	PLANAR DUAL DESK STAND 17-24" TAA
7	BROTHER DCP-7065DN MONO LASER 26PPM
30	HP SB LA2006X 20" DVI DP LED
20	IOS DYNADOCK U3.0 UNIV DOCK STATION
20	MSH WRIS DI 3000 BLUETRACK KB/MOU
10	TARGUS 15.4" PREMIERE
15	HP SB 8470P I5-3210 500GB 4GB W7P/W8
50	HP SB 3500 I5-3470 500GB 4GB W7P/W8P
2	HP 2530-48G POE SWITCH
8	HP X121 1G SFP RJ45 T TRANSCEIVER
4	HP 2M MULTI-MODE OM3 LC/LC FC CABLE
4	HP X121 1G SFP LC SX TRANSCEIVER
1	HP 2530-48GB SWITCH

Lessee: WCS Lending, LLC

Signature: _____

Title: Managing Member

Equipment Acceptance

Certificate of Acknowledgment and Acceptance of Leased Equipment

Lessee hereby acknowledges receipt of the equipment and or, other personal property and software if any, leased or otherwise provided to Customer or otherwise constituting collateral relating to the above Contract or Schedule (the "Goods"), has been fully delivered and installed at Customer's place of business, has been inspected and tested by Customer and is operating in good working order to Customer's complete satisfaction meets all of Customer's requirements and specifications, and is hereby irrevocably accepted by Customer:

There are no side agreements between Customer and any third party relating to the subject matter of the Contract, and no cancellation rights have been granted to Customer by the Lender or Lessor or any third party. There is no "free demonstration" or "test" period for the Goods.

Customer has reviewed and understands all of the terms of the Contract, and Customer agrees that the Contract cannot be revoked or cancelled or terminated early for any reason.

Customer agrees that Lessor may insert the Contract or Lease number above and the Delivery Date below if either is missing following the Customer's signature below and (ii) a facsimile of this document containing a facsimile of the Customer's signature shall be considered as valid and binding as the original for all purposes.

Instruction to Customer: Do NOT sign this Certificate until ALL of the Goods have been delivered, installed, inspected and tested to your satisfaction.

X02/27/13
(Date of Acceptance)

WCS Lending, LLC
(Lessee)

X1/31/13
(Date of Lease)

(Signature)

(Title)

Norman Ruest
(Print Name of Signer)

BILLING CONTACT INFORMATION

(Person in Charge of your Payables Ex. A/P Clerk, Controller, etc.)

Mike Clark
(Contact Name and Title)

CFO
(Contact Direct Phone Number and Ext.)

866-927-5363 X 41

(Contact E-Mail Address)

MIKE.CLARK@WCSLending.com

ASSIGNMENT AND BILL OF SALE

For valuable consideration the receipt and sufficiency of which is hereby acknowledged VAR Resources, Inc. (hereinafter 'Assignor') hereby assigns to Balboa Capital Corporation (hereinafter 'Assignee'), all rights and interest in and to that certain Lease Agreement, Master Lease Agreement, Schedule, or Finance Agreement between Assignor and WCS Lending, LLC as Customer (hereinafter referred to as "Contract", a copy of which is attached hereto as Exhibit "A", and is by this reference incorporated herein) and all documents related thereto, including without limitation guaranties, purchase option letters, host waivers, and landlord's or mortgagee's waivers and/or consents (hereinafter referred to as "Related Documents"), including the right to receive payments due and to become due under said Contract. This assignment of Contract (hereinafter "Assignment") is made without recourse and is entered into pursuant to that certain Program Agreement ("Agreement") by and between Assignor and Assignee, the terms and conditions of which are incorporated herein by this reference. Assignor further hereby sells and transfers to Assignee the equipment described in said Contract and the Related Documents (hereinafter the "Equipment"). Assignor and Assignee expressly agree that this Assignment constitutes and shall affect the transfer of title to the Contract and Equipment and the residual value thereof.

Assignor represents and warrants that Assignor owns the Equipment free and clear of all liens and encumbrances and has full power, right, and authority to convey title thereto and further agrees that the Contract has not yet commenced. Assignor agrees to pay or cause to be paid all sales and use taxes payable in connection with the Contract and the purchase and sale of the Contract and Equipment to Balboa Capital Corporation.

IN WITNESS WHEREOF, the parties have executed this Assignment and Bill of Sale as of this
6th day of March, 2013

BALBOA CAPITAL CORPORATION

By:

Vanessa Valdez

Title:

VP

VAR RESOURCES, INC

By:

Cheryl Cole

Title:

Funding Specialist



ATTORNEYS AT LAW

CALIFORNIA FLORIDA LOUISIANA MISSISSIPPI NEW YORK OHIO TEXAS

Thomas C. Scannell, Esq.
 Direct: (214) 445-2420
 Facsimile: (214) 594-2148
 tscannell@mcglinchey.com

November 20, 2013

Via CM/RRR 7012 0470 0001 7052 1726

WCS Lending, LLC
 951 NW 51st Street, Suite 150
 Boca Raton, Florida 33431-4432

Re: *Master Lease Agreement executed by WCS Lending, LLC on or about January 31, 2013 and delivered to Balboa Capital Corporation, as successor-in-interest to VAR Resources, Inc. ("Lease Agreement")*

**NOTICE OF DEFAULT, DEMAND FOR PAYMENT
 AND DEMAND FOR RETURN OF EQUIPMENT**

To Whom it May Concern:

This office represents Balboa Capital Corporation ("Lessor"), the owner of the above-referenced Lease Agreement. All future communications concerning this matter should be directed to the undersigned. If you are represented by legal counsel, please forward this letter so that we may communicate through your attorney. The Lease Agreement and any other document prepared in connection therewith may be collectively referred to herein as the "Lease Documents". Terms defined by the Lease Documents, wherever used herein, are used with the same meanings as are prescribed by the Lease Documents.

Lessor's records indicate that you are in default in connection with the above-referenced Lease Agreement. As of this date, your default consists of, but may not be limited to, your failure to pay amounts due and owing under the terms and conditions of the Lease Agreement. Through the date of this correspondence, you owe monetary damages to Lessor for past due rent, charges, the fair market value of the Equipment (defined below), and other fees under the Lease Agreement ("Indebtedness"). Please be advised that the Indebtedness will continue to accrue rents, fees, charges, and interest at the rates set forth in the Lease Agreement. In order to obtain the exact sum required to cure the default as of the date of your intended payment, you should contact the undersigned. Demand is hereby made upon you to cure all defaults under the Lease Agreement and return all equipment delivered to you pursuant to the Lease Agreement ("Equipment") to Lessor on or before fifteen (15) days from the date of this correspondence.

Your failure to cure the defaults on or before fifteen (15) days from the date of this correspondence will result in Lessor's pursuit of any legal and/or equitable remedies available under applicable law to protect the Equipment and collect the outstanding Indebtedness. If litigation is necessary to enforce your obligations under the Lease Agreement, Lessor may also

WCS Lending, LLC
November 20, 2013
Page 2

seek recovery of its legal expenses and costs. If you fail to cure all defaults under the Lease Agreement, please contact the undersigned to coordinate your surrender of all Equipment in your possession to Lessor. Payments must be made in cashier's checks, certified funds, or money orders. Partial payments, if accepted, will be applied to the Indebtedness, but will not act to cure the default.

If you are presently in bankruptcy or if the debt described herein has been discharged in bankruptcy, this letter is not an attempt to collect the debt, but is sent to fulfill certain legal requirements of the Lease Documents and applicable law.

Regards,

A handwritten signature in black ink, appearing to read 'T. Scannell', with a long horizontal flourish extending to the right.

Thomas C. Scannell, Esq.

TCS/blt

cc: Addressees (via First Class Mail)
Michelle A. Chiongson (via electronic mail)
Richard A. Aguilar, Esq. (Of the Firm)
Steven T. Holmes, Esq. (Of the Firm)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

BALBOA CAPITAL CORPORATION

(b) County of Residence of First Listed Plaintiff Orange County, CA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

McGlinchey Stafford, PLLC
2711 N. Haskell Avenue, Suite 2750, LB 38, Dallas, Texas 75204
214-445-2420

DEFENDANTS

WCS LENDING LLC

County of Residence of First Listed Defendant Palm Beach County, FL
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input checked="" type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332(a)(1)

Brief description of cause:
Breach of Contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$
81,613.26

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) PENDING OR CLOSED:

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

01/14/2014

/s/ Thomas C. Scannell, Esq.

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT B-2

Civil Action No. 3:14-CV-00108-BU.S. DISTRICT COURT
NORTHERN DIST. OF TX
FILED

2014 JAN 24 AM 11:57

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (d))

This summons for (name of individual and title, if any) WCS LENDING LLC
 was received by me on (date) 01/17/2014

- ☐ I personally served the summons on the individual at (place) _____
 on (date) _____; or
- ☐ I left the summons at the individual's residence or usual place of abode with (name) _____
 _____, a person of suitable age and discretion who resides there,
 on (date) _____, and mailed a copy to the individual's last known address; or
- ☒ I served the summons on (name of individual) TRACIE HOLLYWOOD, who is
 designated by law to accept service of process on behalf of (name of organization) National Registered Agents, Inc.
 at 1999 Bryan Street, ste 900, Dallas TX 75201 on (date) 01/17/2014; or
- ☐ I returned the summons unexecuted because _____; or
- ☐ Other (specify): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: 01/23/2014


 Server's signature

ADAM BRIDGEWATER
 Printed name and title

128 ADLIDA LANE
SPRINGTOWN, TX 76082

Server's address

Additional information regarding attempted service, etc:

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the
Northern District of TexasBalboa Capital Corporation*Plaintiff*

v.

WCS Lending LLC*Defendant*

Civil Action No. 3:14-cv-00108-B

Summons in a Civil Action

TO: WCS Lending LLC

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) -- or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) -- you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are:

Steven Holmes
2711 N Haskell Avenue
Suite 2750, LB 25
Dallas, TX 75204

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT



Signature of Clerk or Deputy Clerk



DATE: 01/14/2014