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Counsel for GE Capital Information Technology Solutions, Inc., d/b/a IKON Financial Services

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

LOS ANGELES DIVISION

In re:	Chapter 11
NTD ARCHITECTS, INC.,	Case No. 2:14-bk-16883-BR
Debtor.	**NOTICE OF HEARING ON MOTION OF GE CAPITAL INFORMATION TECHNOLOGY SOLUTIONS, INC. FOR AN ORDER (I) COMPELLING THE DEBTOR TO PAY LEASE OBLIGATIONS PURSUANT TO 11 U.S.C. § 365(D)(5) AND (II) ALLOWING, AND COMPELLING PAYMENT OF, ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(B)(1)(A)**
	Date: January 13, 2015 Time: 10:00 a.m. Place: Courtroom 1668 United States Bankruptcy Court 255 E. Temple Street Los Angeles, CA 90012

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TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY JUDGE, THE OFFICE OF THE UNITED STATES TRUSTEE, COUNSEL FOR DEBTOR, AND OTHER PARTIES IN INTEREST:

NOTICE IS HEREBY GIVEN that on the following date and time and in the indicated courtroom in the above-captioned matter, a hearing will take place on Movant GE Capital Information Technology Solutions, Inc. d/b/a IKON Financial Services' (the "Movant") Motion for an Order (I) Compelling the Debtor to Pay Lease Obligations Pursuant to 11 U.S.C. § 365(d)(5) and (II) Allowing, and Compelling Payment of, Administrative Expense Claim Pursuant to 11 U.S.C. § 503(B)(1)(A) (the "Motion").

Said Motion and supporting documents were filed in this Court on October 22, 2014 as Docket No. 272, a true and correct copy of which are attached hereto as Exhibit 1. An Opposition was filed by Debtor NTD Architects, Inc. (the "Debtor") in this Court on November 7, 2014 as Docket No. 277, pursuant to which the Debtor requested a hearing on the Motion.

Hearing Date: January 13, 2015 **Time:** 10:00 a.m. **Courtroom:** 1668

Address: 255 E. Temple Street, Los Angeles, CA 90012

The undersigned hereby verifies that the above hearing date and time were requested of and approved by the Courtroom Deputy.

Dated: November 21, 2014

Respectfully submitted,

REED SMITH LLP

By /s/ Christopher O. Rivas

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Counsel for GE Capital Information Technology Solutions, Inc., d/b/a IKON Financial Services

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EXHIBIT 1

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address

Christopher O. Rivas (SBN 238765)
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☐ *Debtor(s) appearing without an attorney*
☒ *Attorney for GE Capital Information Technology Solutions, Inc., d/b/a IKON Financial Services*

FOR COURT USE ONLY

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:

NTD ARCHITECTS, INC.

Debtor(s).

CASE NO.: 2:14-bk-16883-BR

CHAPTER: 11

NOTICE OF MOTION FOR ORDER WITHOUT HEARING PURSUANT TO LBR 9013-1(o)

[No hearing unless requested in writing]

TO THE U.S. TRUSTEE AND ALL PARTIES IN INTEREST. PLEASE TAKE NOTICE THAT:

1. Movant(s) *GE Capital Information Technology Solutions, Inc., d/b/a IKON Financial Services*, has filed a motion entitled MOTION FOR AN ORDER (I) COMPELLING THE DEBTOR TO PAY LEASE OBLIGATIONS PURSUANT TO 11 U.S.C. § 365(d)(5) AND (II) ALLOWING, AND COMPELLING PAYMENT OF, ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(b)(1)(A)

2. Movant(s) is requesting that the court grant the motion without a hearing, as provided for in LBR 9013-1(o).

3. The motion is based upon the legal and factual grounds set forth in the motion and briefly described in the attached description of relief sought. (*Check appropriate box below*):

   ☒ The full motion is attached hereto; or
   ☐ The full motion has been filed with the court, and a detailed description of the relief sought is attached hereto.

4. **DEADLINE FOR FILING AND SERVING OPPOSITION PAPERS AND REQUEST FOR A HEARING:** Pursuant to LBR 9013-1(o), any party objecting to the motion may request a hearing on the motion. The deadline for filing and serving a written opposition and request for a hearing is 14 days after the date of service of this notice, plus 3

additional days if you were served by mail, electronically, or pursuant to F.R.Civ.P. 5(b)(2)(D), (E), or (F). If you fail to comply with this deadline, the court may treat such failure as a waiver of your right to oppose the motion and may grant the motion without further hearing and notice.

Date: 10/22/14

Respectfully submitted,

/s/ Christopher O. Rivas
Signature of Movant or attorney for Movant

Christopher O. Rivas
Printed name of Movant or attorney for Movant

Motion

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Counsel for GE Capital Information Technology Solutions, Inc., d/b/a IKON Financial Services

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: NTD ARCHITECTS, INC., Debtor.	Case No.: 2:14-bk-16883-BR Chapter 11 **MOTION OF GE CAPITAL INFORMATION TECHNOLOGY SOLUTIONS, INC. FOR AN ORDER (I) COMPELLING THE DEBTOR TO PAY LEASE OBLIGATIONS PURSUANT TO 11 U.S.C. § 365(d)(5) AND (II) ALLOWING, AND COMPELLING PAYMENT OF, ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(b)(1)(A)** [No hearing unless requested in writing] Honorable Barry Russell

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GE Capital Information Technology Solutions, Inc. f/d/b/a IKON Financial Services (the "Lessor"), by and through its undersigned counsel, moves this Court for an order (i) compelling NTD Architects, Inc. (the "Debtor") to pay lease obligations in accordance with 11 U.S.C. § 365(d)(5) and (ii) allowing, and compelling payment of, the Lessor's administrative expense claim pursuant to 11 U.S.C. § 503(b)(1)(A).

This Motion is based on the accompanying Notice, Memorandum of Points and Authorities, the accompanying Declaration of Christine R. Etheridge, and all other pleadings and papers on file in this action, and such other matters as may be presented by counsel at or before any hearing on this Motion.

Dated: October 22, 2014

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Memorandum

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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re: NTD ARCHITECTS, INC., Debtor.	Case No.: 2:14-bk-16883-BR Chapter 11 **MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION OF GE CAPITAL INFORMATION TECHNOLOGY SOLUTIONS, INC. FOR AN ORDER (I) COMPELLING THE DEBTOR TO PAY LEASE OBLIGATIONS PURSUANT TO 11 U.S.C. § 365(d)(5) AND (II) ALLOWING, AND COMPELLING PAYMENT OF, ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(b)(1)(A)** [No hearing unless requested in writing] Honorable Barry Russell

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GE Capital Information Technology Solutions, Inc., f/d/b/a IKON Financial Services ("GECITS" or the "Lessor"), by and through its undersigned counsel, and pursuant to 11 U.S.C. §§ 365(d)(5), 503(b)(1)(A) and 105(a), hereby files this Memorandum of Points and Authorities in Support of its Motion for an Order Allowing Chapter 11 Administrative Expense Claim (the "Motion") and avers as follows:

I.

JURISDICTION, NATURE OF MATTER, AND VENUE

1. This Court has jurisdiction pursuant to 28 U.S.C. § 1334(b). This action constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(A), (B) and (O).

2. The statutory predicates for the relief sought in this Motion are 11 U.S.C. §§ 365(d)(5), 503(b)(1)(A), and 105(a).

3. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1408.

II.

FACTUAL BACKGROUND

4. On April 10, 2014 (the "Petition Date"), the Debtor filed a voluntary petition for relief pursuant to chapter 11 of the Bankruptcy Code.

5. The sixtieth day after the order for relief was entered in this case was June 9, 2014 (the "Sixtieth Day").

6. Prior to the Petition Date, the Debtor and the Lessor entered into certain leases whereby the Lessor leases certain office equipment to the Debtor. On February 22, 2012, the parties entered into Lease No. 1283749 - 2877039 (as amended, "Lease 1"). A true and correct copy of Lease 1 is attached as Exhibit A.

7. On September 1, 2012, the parties entered into Lease No. 1283749 - 2822878 ("Lease 2" and collectively with Lease 1 and all amendments, addenda and schedules thereto, the "Leases"). A true and correct copy of Lease 2 is attached as Exhibit B.

8. Lease 2 provides that the Debtor shall pay an additional cost of $0.04 per image produced, to be calculated and payable on a monthly basis. See Lease 2 at p.1.

9. In addition to monthly base rentals, the Leases provide for payment of taxes, late fees

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and additional per-copy charges once the contractual minimum is exceeded.

10. To date, the Debtor has neither assumed nor rejected the Leases.

11. As more fully described below, as of October 21, 2014, the Lessor holds an administrative expense claim of no less than $11,048.76, plus reasonable attorney's fees payable pursuant to the Leases and additional amounts accruing thereunder. A summary of the Lessor's administrative claim is attached as Exhibit C.

III.

LESSOR'S SECTION 365(d)(5) CLAIM

13. Section 365(d)(5) of the Bankruptcy Code provides, in relevant part, that the trustee or debtor-in-possession "shall timely perform all of the obligations of the debtor . . . first arising from or after 60 days after the order for relief in a case under chapter 11 of this title under an unexpired lease of personal property . . . until such lease is assumed or rejected notwithstanding Section 503(b)(1) of this title." 11 U.S.C. § 365(d)(5).

14. From and including the Sixtieth Day onward, Section 365(d)(5) entitles the Lessor to immediate payment for the Debtor's obligations under the Lease at each Lease's prescribed monthly rate. The Lessor's claim under Section 365(d)(5) (the "Section 365(d)(5) Claim") is calculated by adding all obligations under the Lease which become due between the Sixtieth Day and the date upon which the Debtor rejects the Lease and surrenders the Equipment to the Lessor.

15. In addition, pursuant to the Lease, the Lessor is entitled to attorneys' fees incurred during the Section 365(d)(5) period in connection with this Motion and any hearings and discovery related to the Motion. Specifically, the Leases require the Debtor to pay the Lessor's attorney's fees and expenses for preparing and filing this motion. Pursuant to Section 365(d)(5), the Lessor is entitled to timely payment of those attorneys' fees and expenses.

16. The Lessor is entitled to allowance and immediate payment of its Section 365(d)(5) claim. Section 365(d)(5) of the Bankruptcy Code provides, in relevant part, that the trustee or debtor-in-possession "shall timely perform all of the obligations of the debtor . . . first arising from or after 60 days after the order for relief in a case under chapter 11 of this title under an unexpired lease of personal property . . . until such lease is assumed or rejected notwithstanding Section

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503(b)(1) of this title." 11 U.S.C. § 365(d)(5). From and including the Sixtieth Day, Section 365(d)(5) entitles the Lessor to *immediate* payment for all obligations due under the terms of the Leases. See In re Elder-Beerman Stores Corp., 201 B.R. 759, 763 (Bankr. S.D. Ohio 1996) ("After the passage of the 60-day abeyance period, the entitlement to such rent is now *automatic* under Section 365(d)(5)."") (emphasis added).

17. In addition, the Lessor incurred attorneys' fees during the Section 365(d)(5) period for its counsel's services and expenses incurred in furtherance of the Motion. The Debtor is obligated under the Lease to indemnify the Lessor from all damages, including, but not limited to, reasonable attorneys' fees. Pursuant to Section 365(d)(5), the Lessor is entitled to timely payment of those attorneys' fees as an obligation under the Lease. See In re Geonex, 2001 WL 111133 (Bankr. D. Md. 2001) (lessor entitled to attorneys' fees and interest on claim); In re Pacific Sea Farms, Inc., 134 B.R. 11, 15 (Bankr. D. Haw. 1991) (lessor is entitled to attorneys' fees under Section 365(d)(3), which is the section upon which Section 365(d)(5) is based); In re Narragansett Clothing Co., 119 B.R. 388, 391-92 (Bankr. D.R.I. 1990); In re Revco D.S., Inc., 109 B.R. 264, 272-73 (Bankr. N.D. Ohio 1989); In re Gillis, 92 B.R. 461, 465 (Bankr. D. Haw. 1988).

18. As the foregoing authorities demonstrate, the Lessor is entitled to allowance and immediate payment of a claim pursuant to Section 365(d)(5) for all obligations under the Lease accruing on and after the Sixtieth Day. The Supreme Court has repeatedly instructed that "in interpreting a statute a court should always turn first to one, cardinal canon before all others. We have stated time and time again that courts must presume that a legislature says in a statute what it means and means in a statute what it says there . . . . When the words of a statute are unambiguous, then, this first canon is also the last: 'judicial inquiry is complete.'" Connecticut Nat'l Bank v. Germain, 112 S.Ct. 1146, 1149 (1992); see also Rake v. Wade, 113 S.Ct. 2187, 2191 (1993) ("Where the statutory language is clear, our 'sole function . . . is to enforce it according to its terms.'" (quoting U.S. v. Ron Pair Enter., Inc., 489 U.S. 235, 241 (1989))); Patterson v. Shumate, 112 S.Ct. 2242, 2247 (1992) ("We must enforce the statute according to its terms.").

19. As indicated above, Section 365(d)(5) provides, in relevant part, that the trustee or debtor-in-possession "*shall timely* perform all of the obligations of the debtor . . . first arising from

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or after 60 days after the order for relief in a case under chapter 11 of this title under an unexpired lease of personal property . . . until such lease is . . . rejected." 11 U.S.C. § 365(d)(5) (emphasis added). Section 365(d)(5) plainly and unambiguously requires the Debtor to timely perform all obligations under the Leases arising on and after the Sixtieth Day. See, e.g., In re Rebel Rents, Inc., 291 B.R. 520, 533 (Bankr. C.D. Cal. 2003) ("By providing for timely performance of all lease obligations . . . the statute has already granted priority payment status to the full amount of rent due . . . . The fact that a trustee does not comply with this directive before the lease is rejected cannot justify denying a lessor the priority treatment for the full amount which Congress has already bestowed upon it." (quoting In re Pacific-Atlantic Trading Co., 27 F.3d 401, 404 (9th Cir. 1994))); In re Leisure Time Sports, Inc., 189 B.R. 511, 513 (Bankr. S.D. Cal. 1995) ("[T]he congressional grant of special priority to commercial lease payments in the administrative payment scheme is apparent from even the most cursory reading of [the] plain language [of relevant Bankruptcy Code Sections including 365(d)(10), which is now Section 365(d)(5)]."). Thus, this Court must enforce Section 365(d)(5) as written and compel the Debtor to pay the Lessor its Section 365(d)(5) claim, plus interest. See In re Far West Corp. of Shasta County, 120 B.R. 551, 556 (Bankr. E.D.Cal. 1990) (lessor's claim under Section 365(d)(3), the real property lease corollary to Section 365(d)(5), "should have been paid 'immediately' when due . . . . Because those rents were not timely paid and because the estate presumptively benefited from the unrestricted use of said funds, interest shall accrue at the legal rate of 7% per annum on the principal amount . . . from the date the lease was deemed rejected"). The Lessor's Section 365(d)(5) claim is entitled to a superpriority. See generally, e.g., In re Far West Corp. of Shasta County, 120 B.R. 551, 556 (Bankr. E.D.Cal. 1990); In re Pudgies, Inc., 202 B.R. 832, 836 (Bankr. S.D.N.Y. 1996); In re Brennick, 178 B.R. 305, 306-08 (Bankr. D.Mass. 1995); In re Telesphere Communications, Inc., 148 B.R. 525, 528 (Bankr. N.D.Ill. 1992); In re Almac's, Inc., 167 B.R. 4, 6 (Bankr. D.R.I. 1994).

20. Based upon the foregoing, from and including the Sixtieth Day through October 21, 2014, the Lessor is entitled to immediate payment under the Lease of the aggregate amount of $8,661.73. The Section 365(d)(5) Claim was calculated by adding all unpaid obligations accruing each day under the Lease between the Sixtieth Day, June 9, 2012 and the date of this motion,

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October 21, 2014. The Section 365(d)(5) Claim continues to accrue each day by approximately $110.91.[1]

IV.

LESSOR'S SECTION 503(b)(1)(A) CLAIM

21. The Lessor is entitled to allowance and payment of its Section 503(b)(1)(A) claim (the "Section 503(b)(1)(A) Claim"). Prior to the Sixtieth Day, the Lessor's administrative expense claim is governed by 11 U.S.C. § 503(b)(1)(A). Section 503(b)(1)(A) of the Bankruptcy Code provides, in relevant part, that a claimant is entitled to an administrative expense claim for "the actual, necessary costs and expenses of preserving the estate." 11 U.S.C. § 503(b)(1)(A). Actual and necessary costs under Section 503(b)(1)(A) include the fair and reasonable value of the Debtor's having retained the Equipment and benefited from its continued use. See In re K-Fabricators, Inc., 135 B.R. 654, 658 (Bankr. W.D. Wash. 1992) (Lessor "is entitled to . . . an administrative claim for the fair and reasonable rental value of the property used by the estate post-filing."). The contract rate set forth in the Lease is presumptively the fair and reasonable rate under Section 503(b)(1)(A). See In re Thompson, 788 F.2d 560, 563 (9th Cir. 1986); see also In re F.A. Potts & Co., Inc., 137 B.R. 13, 16-18 (E.D. Pa. 1992); In re Curry Printers, Inc., 135 B.R. 564, 573 (Bankr. N.D. Ind. 1991); Matter of Laurence R. Smith, Inc., 127 B.R. 715, 717 (Bankr. D. Conn. 1991); In re Mr. Gatti's, Inc., 164 B.R. 929, 946 (Bankr. W.D. Tex. 1994).

22. The Lessor is entitled to a claim under Section 503(b)(1)(A) in the amount of $2,387.03, which consists of the prorated post-petition, pre-Sixtieth Day portions of unpaid invoices.

[1] The per diem rate is calculated by multiplying the monthly lease rate by the number of months in a year and then dividing that amount by the number of days in a year. The monthly lease rate equals $2,633.76 (Lease 1) plus $739.85 (Lease 2), totaling $3,373.61 per month. The per diem equals $3,373.61, times 12 months, divided by 365 days = $110.91 per diem.

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V.

TOTAL CLAIM UNDER SECTIONS 365(d)(5) AND 503(b)(1)(A)

WHEREFORE, the Lessor respectfully requests that this Court enter an order in the accompanying form (i) granting the Motion, (ii) allowing the Section 503(b)(1)(A) Claim, (iii) directing payment of the Section 503(b)(1)(A) Claim, (iv) allowing the Section 365(d)(5) Claim, (v) directing immediate payment of the Section 365(d)(5) Claim, and (vi) granting such other relief as is just, including but not limited to any relief under 11 U.S.C. § 105.

Dated: October 22, 2014

REED SMITH LLP

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Declaration

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Counsel for GE Capital Information Technology Solutions, Inc., d/b/a IKON Financial Services

UNITED STATES BANKRUPTCY COURT
THE CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

In re

NTD ARCHITECTS, INC.,

Debtor.

Bankruptcy No.: 2:14-bk-16883-BR
Chapter 11

DECLARATION OF CHRISTINE R. ETHERIDGE IN SUPPORT OF MOTION OF GE CAPITAL INFORMATION TECHNOLOGY SOLUTIONS, INC. FOR AN ORDER (I) COMPELLING THE DEBTOR TO PAY LEASE OBLIGATIONS PURSUANT TO 11 U.S.C. § 365(D)(5) AND (II) ALLOWING, AND COMPELLING PAYMENT OF, ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(B)(1)(A)

[No hearing unless requested in writing]

Honorable Barry Russell

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I, CHRISTINE R. ETHERIDGE of GE Capital Information Technology Solutions, Inc. f/d/b/a IKON Financial Services state:

1. I am a Bankruptcy Specialist employed by GE Capital Information Technology Solutions, Inc. f/d/b/a IKON Financial Services (the "Lessor").

2. I make this Declaration in support of the Motion of GE Capital Information Technology Solutions, Inc. for an Order (I) Compelling the Debtor to Pay Lease Obligations to 11 U.S.C. § 365(d)(5) and (II) Allowing, and Compelling Payment of Administrative Expense Claim Pursuant to 11 U.S.C. § 503(b)(1)(A) (the "Motion").

3. Prior to the Petition Date, the Debtor and the Lessor entered into certain leases whereby the Lessor leases certain office equipment to the Debtor. On February 22, 2012, the parties entered into Lease No. 1283749 - 2877039 (as amended, "Lease 1").

4. On September 1, 2012, the parties entered into Lease No. 1283749 - 2822878 ("Lease 2" and collectively with Lease 1 and all amendments, addenda and schedules thereto, the "Leases").

5. Lease 2 provides that the Debtor shall pay an additional cost of $0.04 per image produced, to be calculated and payable on a monthly basis. See Lease 2 at p.1. True and correct copies of the Leases are attached to the Memorandum filed in support of the Motion as Exhibits A and B.

6. In addition to monthly base rentals, the Leases provide for payment of taxes, late fees and additional per-copy charges once the contractual minimum is exceeded.

7. To date, the Debtor has maintained possession and control of the Equipment and has neither assumed nor rejected the Lease.

8. The Lessor's post-petition administrative claim under the Leases totals at least $11,048.76 as of October 21, 2014, plus attorneys' fees payable pursuant to the Leases, and additional rent, charges and fees accruing after October 21, 2014. A summary of the Lessor's administrative claim is attached as Exhibit C to the Memorandum filed in support of the Motion.

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

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DATED: October 21, 2014

By Christine R. Etheridge

Christine R. Etheridge
Bankruptcy Specialist
Counsel for GE Capital Information Technology Solutions, Inc., d/b/a IKON Financial Services

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EXHIBIT A

IMAGE PLUS Management

IKON FinancialServices

Number: 1283749-2877039

This Image Management Plus Agreement ("Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer", "you" or "your", we are referring to you, our Customer. When we use "we", "us" or "our" we are referring to IKON Financial Services. Our corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

NTD Architects Full Legal Name			Mark Zimmer Billing Contact Name
9655 Granite Ridge Dr. Ste 400 Equipment Location Address			Billing Address *(if different from location address)*
San Diego / City	SD / County	CA / State	92123 / Zip
City	County	State	Zip

Federal Tax ID No	Billing Contact Telephone No	Billing Contact Facsimile No	Billing Contact E-Mail Address
95-2512082 *(Do Not Insert Social Security No.)*	858-565-4440		mzimmer@ntd.com

EQUIPMENT DESCRIPTION ("Equipment")

Qty	Equipment Description: Make & Model
3	MPC3501
1	MPC4501

Qty	Equipment Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency	Advance Payment
61	$ See Addendum	☒ Monthly ☐ Quarterly ☐ Other:	☐ 1st Payment ☐ 1st & Last Payment ☐ Other.

Guaranteed Minimum Images[1,2]		Cost of Additional Images[2]		Meter Reading/Billing Frequency
Black/White	Color	Black/White	Color	☐ Monthly ☒ Quarterly ☐ Other.
See Addenum	See Addendum	See Addendum	See Addendum	

[1] Based upon Minimum Payment Billing Frequency
[2] Based upon standard 8 ½" x 11" paper size. Paper sizes greater than 8 ½" x 11" may count as more than one image

ADDITIONAL PROVISIONS (list here, if any): _____

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____

Addendum Attached. ☒ Yes (Check if yes and indicate total number of pages: 1)

TERMS AND CONDITIONS

1. Use of Equipment; Term. You agree to use the equipment ("Equipment") listed above and pay the sums described above. THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE. You agree to use this Equipment for the Minimum Term indicated above. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family, or household purposes and the "Customer Location" is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software". Our signature below will indicate our acceptance of this Agreement.
2. Location of Equipment. You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
3. Ownership of Equipment; Assignment. We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Agreement without notice to you even if less than all the Payments have been assigned. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set offs that you may have against us. *(You further agree that the additional terms and conditions on the next page(s) of this Agreement are incorporated by reference into this Agreement.)*

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title
X	1/04/2012	Jay Tittle	CEO

2877039

4 Software or Intangibles To the extent that the Equipment includes Software you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as herein after defined).

5 Taxes and Filing Costs In addition to the payments under this Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment (including without limitation, an administrative fee equal to 3.5% of the total tax per year for taxes payable in upfront sales tax states where you opt to pay the tax over the term of the lease and not a lump sum at lease inception). If we are required to file and pay property tax, you agree at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sum includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Agreement. As compensation for our internal and external costs in the administration of taxes related to the Equipment, you agree to pay us a "Property Tax Administrative Fee" equal to $10 per unit of Equipment and a maximum of $60 per invoice during the term of this Agreement, not to exceed the maximum permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Agreement to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

6 Uniform Commercial Code ("UCC") Filing To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

7 Warranties We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment you are renting from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.

8 Maintenance of Our Equipment You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' specifications and to use only those supplies which meet such specifications. You may elect to engage IKON Office Solutions, Inc. ("IKON") to provide maintenance services pursuant to a separate agreement for such purpose. IKON and IKON Financial Services are not affiliates nor agents for each other. You will keep the Equipment in good condition, except for ordinary wear and tear.

9 Indemnity, Liability and Insurance (a) The parties to this Agreement will indemnify, defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value, and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such coverage in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

10 Renewal and Return of Equipment AFTER THE MINIMUM TERM OR ANY EXTENSION, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE EQUIPMENT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (x) you with a legally enforceable option to extend or renew the terms of this Agreement, or (y) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Agreement, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. We will bear shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Agreement, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage IKON to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

11 Payments Payments will begin on the Equipment delivery and acceptance date ("Effective Date") and the first payment will be due in arrears thirty (30) days after the Effective Date. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 3% or $5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay $25 for each check returned for insufficient funds or any other reason. You agree that you will remit Payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of Payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit Payments to us.

12 Default. If you do not pay any amount within thirty (30) days of its due date, or breach any other term of this Agreement, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER). Additionally, we are entitled to all past due payments, and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the Equipment at the end of the term of this Agreement. We may repossess the Equipment (and, with respect to any Software, (a) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (b) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (c) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, assigning assets for the benefit of creditors, filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment (or any Software, if applicable), we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our

Customer Initials

2877039

disposition with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13 Business Agreement and Choice of Law. YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF IOWA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF IOWA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

14 No Waiver or Set Off; Entire Agreement; Delivery & Acceptance Certificate. You agree that our delay, or failure to exercise any right, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT REPRESENT THE ENTIRE AGREEMENT BETWEEN YOU AND US AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.

15 Image Charges/Meters. In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Agreement for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Agreement. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or as our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

16 IKON Service Commitments; Counterparts; Facsimiles. You acknowledge and agree that the IKON service commitments included on the "Image Management Plus Commitments" page attached to this Agreement (collectively, the "Commitments") are separate and independent obligations of IKON governed solely by the terms set forth on such page. They do not represent obligations of us under this Agreement and are not incorporated herein by reference. You agree that IKON alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are the party responsible for financing and billing this Agreement, including, but not limited to, the portion of your payments under this Agreement that reflects consideration owing to IKON in respect of its performance of the Commitments. Accordingly, you and we expressly agree that IKON is an intended third party beneficiary of your payment obligations hereunder. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and/or dates on this Agreement. You agree that the facsimile of this Agreement manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of the Agreement containing your original manual signature.

17 Miscellaneous. It is the intent of the parties that this Agreement shall be deemed and constitutes a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Agreement by any representation or warranty not expressly set forth in this Agreement. This Agreement is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Agreement and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Agreement and make your own determination of the proper lease term for accounting purposes. We may receive compensation from the manufacturer or supplier of the Equipment in order to enable us to reduce the cost of providing the Equipment to you under this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of providing the Equipment is reflected in the Minimum Payment specified herein. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Agreement or the Equipment.

PERSONAL GUARANTY In consideration of IKON Financial Services entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IKON Financial Services may modify the Agreement or make other arrangements with the Customer, and I will still be responsible for these payments and other obligations under the Agreement. I agree that IKON Financial Services need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IKON Financial Services for any costs or reasonable attorneys' fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF IOWA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

[redacted] Home Address:

(Guarantor's Signature) City: State: Zip:

(Printed Name of Guarantor; Do Not Include Title) Home Phone:

Accepted by IKON FINANCIAL SERVICES:

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title
	2/7/2012	KANCHAN SHEKHAWAT	

P.O. Box 9115, Macon, GA 31208-9115; 1-800-800-1060

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IMAGE PLUS Management AMENDMENT

IKON Financial Services
PO Box 9115, Macon, GA 31208-9115

THIS AMENDMENT ("Amendment") is dated as of the 31 day of January, 2012, to that certain agreement no. _____ ("Agreement") between IKON Financial Services ("we" or "us") and NTD Architects, as customer ("Customer" or "you"). All capitalized words used but not defined in this Amendment will have the meanings given to them in the Agreement. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

Customer Information:

Customer Name: NTD Architects
Address: 9655 Granite Ridge Dr.
City: San Diego County: San Diego State: CA Zip: 92123

Term of Amended Agreement: This Amendment extends the current term of the Agreement as follows: YOU HEREBY ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT, AS OF THE DATE OF OUR ACCEPTANCE OF THIS AMENDMENT, AS INDICATED BY OUR SIGNATURE BELOW, THIS AMENDMENT EXTENDS THE CURRENT TERM OF YOUR EXISTING AGREEMENT REFERENCED ABOVE BY ANOTHER Zero (0) MONTHS ("Extension Period") FROM THE CURRENT EXPIRATION DATE. (Initial: _____). Billing for the amended amount will begin on the first payment date after the date of our acceptance of this Amendment and will be further adjusted, in each case as specified in the table below, on the first payment date following commencement of the Extension Period. Equipment added pursuant to this Amendment will be subject to the terms and conditions of the Agreement, as amended by this Amendment.

Equipment Change:

☒ Equipment Change ☐ Image Volume Change ☐ Both

	Quantity	Make/Model	Beginning/Ending Meter	Serial #
Add	1	MPC3501		
Add				
Add				
Delete				
Delete				
Delete				

Amended Billing:

	Guaranteed Minimum Images		Cost of Additional Images		Minimum Payment (Without Tax)
	Black & White	Color	Black & White	Color	
From	20000	9000	.008	.08	$ 2034.00
To	20000	9000	.008	.08	$ 2322.00

*Upgrade Option: At any time during, but in no event prior to, the Extension Period, upon satisfaction of the conditions below, we will permit you to replace on the terms set forth below any of the Equipment originally provided under the Agreement ("Original Equipment") with items of equipment supplied by IKON Office Solutions, Inc. ("IKON") of like or greater value and with additional features or enhanced technology ("Upgrade Equipment"). You will be eligible for the upgrade option described above only if (i) at the time of the effectiveness of your upgrade transaction you are not in default and satisfy reasonable prior credit review, and (ii) in connection with such upgrade transaction you enter into a new mutually satisfactory amendment (or comparable agreement) with a term at least equal to the original term under the Agreement (without giving effect to this Amendment) setting forth the specific terms and conditions relating to such Upgrade Equipment. You will not be eligible for such an upgrade option prior to the Extension Period. Upon the effectiveness of such an upgrade transaction, we will waive, for the remainder of the Extension Period, all payments which are not yet due and payable and which relate to those items of Original Equipment replaced by the Upgrade Equipment. The upgrade option described above and waiver of payments described above shall not apply to items of Equipment added to the Agreement pursuant to this Amendment. The Image Management Guaranteed Minimum Images, the Cost of Additional Images, and the Minimum Payment under the new amendment (or comparable agreement) will be based on the new equipment requested and your new image volume commitment.

Customer acknowledges and agrees that subject to the upgrade option set forth above, the Agreement, as amended by this Amendment, is UNCONDITIONAL AND NON-CANCELABLE.

Authorized Signatures:

CUSTOMER
X By: _____ 1/31/2012
Authorized Signature Date
Jay Nitle CEO
Print Authorized Signer Name Title

IKON Financial Services
By: Ramona Holloway
Authorized Signature Date
Print Authorized Signer Name

RAMONA HOLLOWAY
MAR 1 2 2012
ORIGINATIONS
SR ASSOCIATE

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EXHIBIT B

IMAGE PLUS Management

IKON Financial Services

Number: 1283749-2822878

This Image Management Plus Agreement ("Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer", "you" or "your", we are referring to you, our Customer. When we use "we", "us" or "our" we are referring to IKON Financial Services. Our corporate office is located at 1738 Bass Road, Macon, GA 31210.

CUSTOMER INFORMATION

NTD Architects Full Legal Name	Seanne Snachez Billing Contact Name
955 Overland Ct. Ste 100 Equipment Location Address	9655 Granite Ridge Dr. Ste 400 Billing Address (if different from location address)
San Dimas / CA 91773 City / County / State / Zip	San Diego / SD / CA 92123 City / County / State / Zip

Federal Tax ID No.	Billing Contact Telephone No.	Billing Contact Facsimile No.	Billing Contact E-Mail Address
95-2512082 (We Will Verify Social Security No.)	858-565-4440		ssanchez@ntd.com

EQUIPMENT DESCRIPTION ("Equipment")

Qty	Equipment Description: Make & Model
2	Ricoh 821DN

Qty	Equipment Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
48	$ 653.29	☒ Monthly ☐ Quarterly ☐ Other:	☐ 1st Payment ☐ 1st & Last Payment ☐ Other:

Guaranteed Minimum Images**		Cost of Additional Images*		Meter Reading/Billing Frequency
Black/White	Color	Black/White	Color	☐ Monthly ☒ Quarterly ☐ Other:
667	5000	.01	.075	

* Based upon Minimum Payment Billing Frequency
** Based upon standard 8 ½" x 11" paper size. Paper sizes greater than 8 ½" x 11" may count as more than one image.

ADDITIONAL PROVISIONS (list here, if any): _____

Sales Tax Exempt: ☐ Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. Use of Equipment; Term. You agree to use the equipment ("Equipment") listed above and pay the sums described above. THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE. You agree to use this Equipment for the Minimum Term indicated above. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family, or household purposes and the "Customer Location" is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software". Our signature below will indicate our acceptance of this Agreement.
2. Location of Equipment. You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
3. Ownership of Equipment; Assignment. We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Agreement without notice to you even if less than all the Payments have been assigned. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set offs that you may have against us. *(You further agree that the additional terms and conditions on the next page(s) of this Agreement are incorporated by reference into this Agreement.)*

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title
X	8/6/11	JAY TITTLE	PARTNER CEO

P.O. Box 9115, Macon, GA 31208-9115; 1-800-800-1060

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4. Software or Intangibles. To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as herein after defined).

5. Taxes and Filing Costs. In addition to the payments under this Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment (including, without limitation, an administrative fee equal to 3.5% of the total tax per year for taxes payable in upfront sales tax states where you opt to pay the tax over the term of the lease and not a lump sum at lease inception). If we are required to file and pay property tax, you agree at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sum includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Agreement. As compensation for our internal and external costs in the administration of taxes related to the Equipment, you agree to pay us a "Property Tax Administrative Fee" equal to $10 per unit of Equipment and a maximum of $60 per invoice during the term of this Agreement, not to exceed the maximum permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Agreement to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.

6. Uniform Commercial Code ("UCC") Filing. To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

7. Warranties. We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment you are renting from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.

8. Maintenance of Our Equipment. You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' specifications and to use only those supplies which meet such specifications. You may elect to engage IKON Office Solutions, Inc. ("IKON") to provide maintenance services pursuant to a separate agreement for such purpose. IKON and IKON Financial Services are not affiliates nor agents for each other. You will keep the Equipment in good condition, except for ordinary wear and tear.

9. Indemnity, Liability and Insurance. (a) The parties to this Agreement will indemnify, defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value, and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such coverage in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.

10. Renewal and Return of Equipment. AFTER THE MINIMUM TERM OR ANY EXTENSION, THIS AGREEMENT WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE EQUIPMENT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (x) you with a legally enforceable option to extend or renew the terms of this Agreement, or (y) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Agreement, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. We will bear shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Agreement, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage IKON to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

11. Payments. Payments will begin on the Equipment delivery and acceptance date ("Effective Date") and the first payment will be due in arrears thirty (30) days after the Effective Date. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or $5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay $25 for each check returned for insufficient funds or any other reason. You agree that you will remit Payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of Payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit Payments to us.

12. Default. If you do not pay any amount within thirty (30) days of its due date, or breach any other term of this Agreement, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER). Additionally, we are entitled to all past due payments, and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the Equipment at the end of the term of this Agreement. We may repossess the Equipment (and, with respect to any Software, (a) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (b) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (c) cause the Software Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, assigning assets for the benefit of creditors, filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment (or any Software, if applicable), we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our

Initials

2822878

discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. Business Agreement and Choice of Law. YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF IOWA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF IOWA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

14. No Waiver or Set Off; Entire Agreement; Delivery & Acceptance Certificate. You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT REPRESENT THE ENTIRE AGREEMENT BETWEEN YOU AND US AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.

15. Image Charges/Meters. In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Agreement. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Agreement for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images times the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Agreement. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

16. IKON Service Commitments; Counterparts; Facsimiles. You acknowledge and agree that the IKON service commitments included on the "*Image Management Plus Commitments*" page attached to this Agreement (collectively, the "Commitments") are separate and independent obligations of IKON governed solely by the terms set forth on such page. They do not represent obligations of us under this Agreement and are not incorporated herein by reference. You agree that IKON alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are the party responsible for financing and billing this Agreement, including, but not limited to, the portion of your payments under this Agreement that reflects consideration owing to IKON in respect of its performance of the Commitments. Accordingly, you and we expressly agree that IKON is an intended third party beneficiary of your payment obligations hereunder. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Agreement, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and/or dates in this Agreement. You agree that the facsimile of this Agreement manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of the Agreement containing your original manual signature.

17. Miscellaneous. It is the intent of the parties that this Agreement shall be deemed and constitutes a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Agreement by any representation or warranty not expressly set forth in this Agreement. This Agreement is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Agreement and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Agreement and make your own determination of the proper lease term for accounting purposes. We may receive compensation from the manufacturer or supplier of the Equipment in order to enable us to reduce the cost of providing the Equipment to you under this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of providing the Equipment is reflected in the Minimum Payment specified herein. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Agreement or the Equipment.

PERSONAL GUARANTY In consideration of IKON Financial Services entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IKON Financial Services may modify the Agreement or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Agreement. I agree that IKON Financial Services need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IKON Financial Services for any costs or reasonable attorneys' fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF IOWA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

[redacted]
Guarantor Signature

(Printed Name of Guarantor, Do Not Include Title)

Home Address: _____

City: _____ State: _____ Zip: _____

( ) _____
Home Phone

Accepted by IKON FINANCIAL SERVICES:

Authorized Signer Signature	Date	Authorized Signer Printed Name	Authorized Signer Title
Harpreet Singh	9/14/2011	HARPREET SINGH	

EXHIBIT C

GE Capital Information Technology Solutions Inc.

Bankruptcy Administration
P.O. Box 13708
Macon, GA 31208-3708
Phone:1-800-480-6513
Fax: 478-405-4043

Debtor	NTD Architects Inc
Chapter	11
Date Filed	4/10/2014
Case #	14-16883 - BR

Lease #: 1283749 - 2822878
Effective Date: 9/1/2012
Equipment: Ricoh SPC821DN C30095727
Ricoh SPC821DN C30095728

Administrative Claim

Invoice #	Due Date	Bill Period	Amount Billed	Amount Due	
92207444	05.01.2014	04.01.2014 - 04.30.2014	$ 739.85	$ 493.48	
92415655	06.01.2014	05.01.2014 - 05.31.2014	$ 739.85	$ 739.85	
92618157	07.01.2014	06.01.2014 - 06.30.2014	$ 728.99	$ 728.99	
92809440	08.01.2014	07.01.2014 - 07.31.2014	$ 739.85	$ 739.85	
93013998	09.01.2014	08.01.2014 - 08.31.2014	$ 739.85	$ 739.85	
93209586	10.01.2014	09.01.2014 - 09.30.2014	$ 795.86	$ 795.86	
93401973	11.01.2014	10.01.2014 - 10.21.2014		$ 501.20	
					$ 4,739.08

Lease #: 1283749 - 2877039
Effective Date: 2/22/2012
Equipment: Ricoh MPC3501 C30102922
Ricoh MPC3501 C30102921
Ricoh MPC3501 C30102923
Ricoh MPC4501 C30104003
Ricoh MPC3501 C30104180

Administrative Claim

	Invoice #	Due Date	Bill Period	Amount Billed	Amount Due	
	92135835	04.22.2014	03.22.2014 - 04.21.2014	$ 2,633.76	$ 935.00	
	92741184	07.22.2014	06.22.2014 - 07.21.2014	$ 2,633.76	$ 2,633.76	
Paid 10/6/2014	92939460	08.22.2014	07.22.2014 - 08.21.2014	$ 2,651.27	$ -	
Paid 10/6/2014	93132804	09.22.2014	08.22.2014 - 09.21.2014	$ 2,830.48	$ -	
	93333166	10.22.2014	09.22.2014 - 10.21.2014		$ 2,740.92	
						$ 6,309.68

TOTAL ADMINISTRATIVE EXPENSE CLAIM: $ 11,048.76

Per Diem Calculation

Total Monthly Payments	$	3,373.61
Total Annual Payments	$	40,483.32
Per Diem	$	110.91

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: REED SMITH, LLP, 355 South Grand Avenue, Suite 2900, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF MOTION FOR ORDER WITHOUT HEARING PURUSANT TO LBR 9013-1(0); MOTION; MEMORANDUM OF POINT AND AUTHORITIES; DECLARATION OF CHRISTINE R. ETHERIDGE**

will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) October 22, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date*) October 22, 2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

NTD Architects, Inc., a Corporation
955 Overland Court, Ste 100
San Dimas, CA 91773

Robert G. Uriarte
Abby A. Wood
Uriarte & Wood Attorneys at Law
1175 E Garvey St Ste 210
Covina, CA 91724

Ron Maroko
United States Trustee (LA)
915 Wilshire Blvd., Ste 1850
Los Angeles, CA 90017

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) October 22, 2014, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Overnight Mail
Honorable Barry Russell
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1660 / Courtroom 1668
Los Angeles, CA 90012

☐ Service information continued on attached page

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

10/22/14	Evelyn Rodriguez	/s/ Evelyn Rodriguez
Date	*Printed Name*	*Signature*

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- James C Bastian jbastian@shbllp.com
- Howard Camhi hcamhi@ecjlaw.com, kanthony@ecjlaw.com
- Donald W Fitzgerald dfitzgerald@ffwplaw.com, tjackson@ffwplaw.com
- Richard Girgado rgirgado@counsel.lacounty.gov
- Stephen H Kim skecfmail@gmail.com, skim.us@gmail.com
- Gavin Kogan gavin@lg-attorneys.com
- Peter F Lindborg plindborg@lmllp.com
- Ron Maroko ron.maroko@usdoj.gov
- Daniel J McCarthy dmccarthy@hillfarrer.com, spadilla@hillfarrer.com;docket@hillfarrer.com
- David M Meegan mgillis@mhksacto.com
- Lucas A Messenger LAMessenger@rkmc.com
- Richard R Rice rrrice@rrrlaw.net
- Steven E Rich srich@mayerbrown.com, egriffin@mayerbrown.com,LOS-DEPT-Docket@mayerbrown.com,ckelley@mayerbrown.com,jgrenard@mayerbrown.com
- Gary B Rudolph rudolph@sullivanhill.com, bkstaff@sullivanhill.com;vidovich@ecf.inforuptcy.com;rudolph@ecf.inforuptcy.com
- Wendy W Smith wendy@bindermalter.com
- Michael St James ecf@stjames-law.com
- Juan A Torres j.torres@mpglaw.com, l.magdaleno@mpglaw.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Robert G Uriarte robert@uriarte-wood.com
- Debby L Watson dwatson@palg.net, chargraves@palg.net
- Howard J Weg HJWeg@rkmc.com
- Abby A Wood abby@uriarte-wood.com

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: REED SMITH, LLP, 355 South Grand Avenue, Suite 2900, Los Angeles, CA 90071.

A true and correct copy of the foregoing document entitled (*specify*): **NOTICE OF HEARING ON MOTION OF GE CAPITAL INFORMATION TECHNOLOGY SOLUTIONS, INC. FOR AN ORDER (1) COMPELLING THE DEBTOR TO PAY LEASE OBLIGATIONS PURSUANT TO 11 U.S.C. § 365(D)(5) AND (II) ALLOWING, AND COMPELLING PAYMENT OF, ADMINISTRATIVE EXPENSE CLAIM PURSUANT TO 11 U.S.C. § 503(B)(1)(A)** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) November 21, 2014, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:
On (*date*) November 21, 2014, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Robert G Uriarte
Uriarte & Wood Attorneys at Law
1175 E Garvey St Ste 210
Covina, CA 91724

Ron Maroko
Office of the United States Trustee
915 Wilshire Blvd., Ste 1850
Los Angeles, CA 90017

NTD Architects, Inc., a Corporation
955 Overland Court, Ste 100
San Dimas, CA 91773

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) November 21, 2014, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Via Overnight Mail
Honorable Barry Russell
United States Bankruptcy Court
Central District of California
Edward R. Roybal Federal Building and Courthouse
255 E. Temple Street, Suite 1660 / Courtroom 1668
Los Angeles, CA 90012

☐ Service information continued on attached page

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

11/21/14	Evelyn Rodriguez	/s/ Evelyn Rodriguez
Date	*Printed Name*	*Signature*

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

- James C Bastian jbastian@shbllp.com
- Howard Camhi hcamhi@ecjlaw.com, kanthony@ecjlaw.com
- Donald W Fitzgerald dfitzgerald@ffwplaw.com, tjackson@ffwplaw.com
- Richard Girgado rgirgado@counsel.lacounty.gov
- Stephen H Kim skecfmail@gmail.com, skim.us@gmail.com
- Gavin Kogan gavin@lg-attorneys.com
- Peter F Lindborg plindborg@lmllp.com
- Ron Maroko ron.maroko@usdoj.gov
- Daniel J McCarthy dmccarthy@hillfarrer.com, spadilla@hillfarrer.com;docket@hillfarrer.com
- David M Meegan mgillis@mhksacto.com
- Lucas A Messenger LAMessenger@rkmc.com
- Ryan D ODea rodea@shbllp.com, lverstegen@shbllp.com
- Richard R Rice rrrice@rrrlaw.net
- Steven E Rich srich@mayerbrown.com, egriffin@mayerbrown.com,LOS-DEPT-Docket@mayerbrown.com,ckelley@mayerbrown.com,jgrenard@mayerbrown.com
- Christopher O Rivas crivas@reedsmith.com
- Gary B Rudolph rudolph@sullivanhill.com, bkstaff@sullivanhill.com;vidovich@ecf.inforuptcy.com;rudolph@ecf.inforuptcy.com
- Wendy W Smith wendy@bindermalter.com
- Michael St James ecf@stjames-law.com
- Juan A Torres j.torres@mpglaw.com, l.magdaleno@mpglaw.com
- United States Trustee (LA) ustpregion16.la.ecf@usdoj.gov
- Robert G Uriarte robert@uriarte-wood.com
- Debby L Watson dwatson@palg.net, chargraves@palg.net
- Howard J Weg HJWeg@rkmc.com
- Abby A Wood abby@uriarte-wood.com