

**First Midwest Equipment Finance Co. v. Lenn Morris and Ricky Freeman**

**PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT BY DEFAULT**

**EXHIBIT "A"**

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

First Midwest Equipment Finance Co.,	)	
	)	No. 17-cv-02121
Plaintiff,	)	
	)	Honorable Gary Feinerman
v.	)	
	)	
Lenn Morris and Ricky Freeman,	)	
	)	
Defendants.	)	

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**AFFIDAVIT AS TO MILITARY SERVICE**

I, the undersigned attorney, based solely on the attached Status Report provided by the United States Department of Defense's Manpower Data Center (the "Center"), state that Lenn Morris and Ricky Freeman are not currently in active duty of any branch of the United States Armed Services. True and correct copies of the Center's Status Reports for Lenn Morris and Ricky Freeman are attached hereto.

Dated: June 19, 2017

Respectfully submitted,

FIRST MIDWEST EQUIPMENT  
FINANCE CO.

By: /s/ Alexander N. Wright  
**Alexander N. Wright**  
ASHEN | FAULKNER

217 N. Jefferson St., Suite 601  
Chicago, Illinois 60661  
312.655.0800  
Atty. No.: 6314304  
[awright@ashenlaw.com](mailto:awright@ashenlaw.com)



**Status Report  
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-3479

Birth Date:

Last Name: FREEMAN

First Name: RICKY

Middle Name:

Active Duty Status As Of: Jun-19-2017

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

## More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

## Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

**WARNING:** This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: 18RCHF6FE5BDEF0



**Status Report  
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-8811

Birth Date:

Last Name: MORRIS

First Name: LENN

Middle Name:

Active Duty Status As Of: Jun-19-2017

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
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Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
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Certificate ID: F87B0F4FO5BDGF0

**First Midwest Equipment Finance Co. v. Lenn Morris and Ricky Freeman**

**PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT BY DEFAULT**

**EXHIBIT "B"**

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

First Midwest Equipment Finance Co.,	)	
	)	No. 17-cv-02121
Plaintiff,	)	
	)	Honorable Gary Feinerman
v.	)	
	)	
Lenn Morris and Ricky Freeman,	)	
	)	
Defendants.	)	

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**AFFIDAVIT OF SUSAN M. RUSCH**

I, Susan M. Rusch, being first duly sworn on oath, depose and state as follows:

1. I am over 18 years of age and competent.
2. This affidavit is made on my personal knowledge and the documents contained herein, and if sworn as a witness, I could and would competently testify to the facts contained herein and documents attached hereto.
3. I am employed by First Midwest Equipment Finance Co. (herein "Midwest"), Plaintiff in the above-captioned cause, as a Vice President. One of my duties as a Vice President is to review loan accounts to ensure that timely payments are made and to ensure compliance with other loan terms. I am authorized to make this affidavit.
4. In my capacity as Vice President, I am personally familiar with the files, ledgers and records kept by Midwest and have access to all documents processed by Midwest that relate to the loan made by it to Forest Energies, LLC ("Forest") and guaranteed by Lenn Morris ("Morris") and Ricky Freeman ("Freeman").
5. I have reviewed the allegations in the Complaint and they are true and accurate.
6. My full and careful review of the loan documents, itemization of interest charges, late fees and principal balance in the above-captioned suit shows the following:



**A. Equipment Financing Agreement No. 70020-001**

- i. On or about November 19, 2015, Forest entered into Equipment Financing Agreement No. 70020-001 (“Agreement”) with Midwest, whereby Midwest agreed to lend the sum of \$296,209.58 to Forest for the acquisition of the equipment described therein (“Equipment”). A true and correct copy of the Agreement is attached hereto as “**Exhibit A.**”
- ii. Under the Agreement, Forest agreed to make sixty-six monthly payments to Midwest, each in the amount of \$5,484.88.
- iii. To induce Midwest to enter into the Agreement, Morris and Freeman (collectively, the “Guarantors”) each executed a personal guaranty (collectively, the “Guarantees”), under which they guaranteed full and prompt performance under the Agreement. True and correct copies of the Guarantees are attached hereto as “**Exhibit B.**”
- iv. Forest made 11 payments under the Agreement, then defaulted on the Agreement by failing to make all subsequent payments, leaving 55 payments unsatisfied.
- v. As a result of the aforementioned default, as of June 20, 2017, there remains due and owing \$301,668.40 (55 payments at \$5,484.88), plus late fees of \$1,645.44, with attorneys’ fees and costs to be added pursuant to separate affidavits from Ashen|Faulkner.

7. The matters set forth in this Affidavit are true in substance and in fact and are based upon my own personal knowledge and upon my own personal review of Forest’s loan records, including the payment history attached hereto (the “History”) now held and maintained in the normal and ordinary course of the Midwest’s business. A true and correct copy of the History is attached hereto as “**Exhibit C.**”

7. I prepared the attached History in the regular course of business of Midwest and it was in the regular course of Midwest's business at or around the date the History was generated to produce such documents.

8. The History was generated using Midwest's electronic accounting/payment management system LeaseTeam which automatically calculates, tracks and maintains balances and interest owed based upon parameters inputted into the system as set forth in the underlying obligation, in this case the Agreement, and triggered by payment activity in relation to those obligations.

9. It is Midwest's regular and ordinary course of business to enter incoming credits, payments or costs into LeaseTeam at or near the time payments or credits are received and all credits and payments made to Midwest for application to Agreement are reflected in the History. LeaseTeam is recognized as standard in the equipment finance industry and produces an accurate record in the form of the History when properly employed and I properly employed and operated LeaseTeam to generate the History. LeaseTeam operates on computing equipment recognized as standard in the finance industry and is utilized in the regular course of Midwest's business.

10. Midwest has performed all that has been required of it to be performed under the Agreement. Midwest has demanded that Guarantors fulfill their respective obligations under the Guarantees, however, they have refused and continue to refuse to fulfill their obligations.

11. Under penalties provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure and 28 U.S. Code § 1746, the undersigned certifies that the statements set forth in this instrument are true and correct.

By:   
Susan M. Rusch  
Vice President, First Midwest Equipment Finance

Dated: June 24, 2017

**First Midwest Equipment Finance Co. v. Lenn Morris and Ricky Freeman**

**AFFIDAVIT OF SUSAN M. RUSCH**

**EXHIBIT "A"**

Creditor: **FIRST MIDWEST EQUIPMENT FINANCE CO.**  
 80 N. Gordon  
 Elk Grove Village, IL 60007

Agreement No. **70020-001**

**EQUIPMENT FINANCING AGREEMENT**

<b>Debtor Forest Energies, LLC</b> Full Legal Name - Include DBA if Applicable			
Billing Address	City	State	Zip
<b>2700 Hwy 280 Suite 210W</b>	<b>Mountain Brook</b>	<b>AL</b>	<b>35223</b>
Quantity	Full Description of Equipment, Including Make, Model and Serial Number		
<b>3</b>	<b>Two (2) 2016 Kenworth T880 Non Sleeper Tractors VIN: 1XKZD49X3GJ127935, VIN: 1XKZD49X1GJ127934 and One (1) 2016 Pitts Model LT4-8L Log Trailer VIN: 5JYLT4026GP160660, including all attachments and accessories.</b>		
Payments	Initial Payment ( to accompany agreement)		Equipment Cost / Advance (principal sum)
<b>66 installments of \$ 5,484.88 payable Monthly</b>	<input type="checkbox"/> First \$ _____ <input type="checkbox"/> Deposit \$ _____ <input type="checkbox"/> Last \$ _____ <input type="checkbox"/> Other \$ _____		<b>\$ 296,209.58</b>
Equipment Location: <b>18879 Gorgas Rd., Northport, AL 35475</b>		<b>7.40 % Rate</b>	

Debtor and First Midwest Equipment Finance Co. ("Creditor") agree that Creditor will finance the above-described personal property (collectively and including replacements the "Equipment" and individually an "Item") under the terms of this equipment financing agreement ("Agreement") which are set forth.

- SECURITY INTEREST.** As security for the payment as and when due of the indebtedness of Debtor to Creditor hereunder and the performance as and when due of all other obligations of Debtor to Creditor hereunder and under any other agreement under which Debtor now or hereafter has obligations to Creditor, Debtor hereby grants to Creditor a first priority, security interest in the items of Equipment described on the attached Schedule "A" and all replacements substitutions and exchanges therefore and thereof and accessions thereto and any and all insurance and/or other proceeds thereof (the "Collateral"). Debtor agrees that with respect to the Collateral Creditor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code (the "UCC"). Debtor hereby authorizes Creditor to file UCC statements describing the Collateral. Without Creditor's prior written consent, Debtor agrees not to file any corrective or termination statements or partial releases with respect to any UCC statements filed by Creditor pursuant to this Agreement.
- PAYMENTS.** Debtor will repay the Equipment Cost/Advance shown above in the number of installments, with the frequency and in the amount shown above. The initial payment is due upon execution of this agreement. The second installment payment will be due on the 1st of the month, or other period set forth above, following Debtor's execution of this Agreement if execution occurs on or before the 15th of the month and otherwise on the 15th of the following month, or other period set forth above. Subsequent payments will be due on the same day of each period set forth above thereafter until paid, whether or not an invoice is rendered. Other amounts due hereunder are payable upon Debtor's receipt of an invoice therefor. Debtor will pay Creditor amounts due under this Agreement at Creditor's address shown above or as Creditor may otherwise notify Debtor. Amounts to be applied to the last payment(s) will be applied in inverse order until exhausted provided there has been no default under the agreement. If there is a default, payments may be applied to Debtor's obligations as Creditor chooses.
- LOCATION; INSPECTION; USE.** Debtor will keep, or permanently garage and not remove from such location for more than 30 days or from the United States for any period, each Item in Debtor's possession and control at the Equipment Location or such other location to which Creditor may consent in writing. Upon request, Debtor will advise Creditor as to the exact location of an Item. Creditor may inspect an Item during normal business hours, and Debtor will ensure Creditor's access for such purpose. Each Item will be operated carefully and properly in compliance with all applicable governmental, insurance and manufacturer's warranty requirements and all manufacturer's instructions.
- MAINTENANCE; ALTERATIONS.** Debtor will maintain each Item in good condition and repair and as specified in such requirements. Debtor will cause each Item of a type generally covered by a service contract to be covered under a contract providing sufficient coverage issued by a competent servicing entity. Debtor will not make any alterations or additions to an Item which detract from its economic value or functional utility except as stated herein. Alterations or additions not readily removable or made to comply with governmental requirements will be deemed accessions to the Item.
- LOSS AND DAMAGE; STIPULATED VALUE.** Debtor will bear all risk of loss, theft, destruction or requisition of or damage to an Item ("Casualty Occurrence"). Debtor will give Creditor prompt notice of a Casualty Occurrence and will then repair the Item; provided, if Creditor decides the Item is lost, stolen, destroyed or damaged beyond repair or is requisitioned or suffers a constructive loss under an insurance policy carried hereunder, Debtor will pay Creditor the "Stipulated Value" equal to (a) any amounts due Creditor from Debtor at the time of the payment and (b) the remaining payments as to the Item. Upon such payment Creditor's security interest will terminate as to the Item.
- TITLING; REGISTRATION.** Each Item subject to title registration laws will at all times be titled and/or registered by Debtor in such a manner and jurisdictions as Creditor directs. Debtor will promptly notify Creditor of any necessary or advisable retitling and/or re-registration of an Item in a different jurisdiction.
- TAXES.** Debtor will make all filings and pay all taxes and other governmental assessments relative to the Equipment as required by law. Debtor will pay or reimburse Creditor for any other taxes and other governmental assessments other than Creditor's net income taxes related to the payments due under or otherwise related to this Agreement. Returns in connection with these latter matters will be filed by Creditor or Debtor as Creditor specifies.

8. **INSURANCE.** Debtor will maintain all risk insurance on the Equipment for not less than its full replacement value naming Creditor as Loss Payee. Creditor may require Debtor to maintain combined public liability and property damage insurance with a single limit of not less than \$500,000 per occurrence, or such other amount as Creditor may require on notice to Debtor, naming Creditor as an Additional Insured. All required insurance must be in a form and with companies approved by Creditor, must name Debtor as a Named Insured, must provide at least ten (10) days advance written notice to Creditor of change or cancellation, must provide breach of warranty protection, where relevant, and must provide that the coverage is "primary." Insurance proceeds, at Creditor's option, will be applied to (a) the repair of applicable Items, (b) payment of the Stipulated Value and/or (c) payment of other obligations to Creditor. Any excess will belong to Debtor. Debtor appoints Creditor as Debtor's attorney-in-fact to do all things necessary or advisable to secure payments under any policy contemplated hereby on account of a Casualty Occurrence. Debtor will cause Creditor to receive evidence reasonably requested by Creditor of the coverage required above.

9. **CREDITOR'S PAYMENT.** If Debtor fails to perform any obligation hereunder, Creditor may perform the obligation, and Debtor will reimburse Creditor's related costs.

10. **INDEMNITY.** Debtor will indemnify, defend and hold harmless Creditor against any liabilities, losses, claims, actions and expenses, including court costs and legal expenses, incurred by Creditor relating to this Agreement or the Equipment, including claims of latent or other defects, strict liability claims (whether in either case relating to an event while Creditor has a security interest therein) and claims for patent, trademark or copyright infringement. Each party will give the other notice of any covered event promptly after learning thereof.

11. **DEFAULT.** This Agreement will be in default if (a) Debtor fails to pay any amount hereunder when due; (b) Debtor fails to perform any other obligation hereunder or under any other Agreement between Creditor and Debtor; (c) Debtor dies or is declared legally incompetent, if an individual; (d) a petition is filed by or against Debtor under the Bankruptcy Act or under any other law providing relief for debtors; (e) Debtor makes an assignment for the benefit of creditors, a receiver or trustee is appointed for Debtor, a proceeding contemplating winding up of Debtor's affairs is instituted, Debtor ceases business affairs or Debtor makes an abnormal transfer of a material portion of Debtor's assets; (f) an event described in (c), (d) or (e) occurs as to a guarantor of Debtor's obligations hereunder; or (g) there is a material misrepresentation to Creditor by Debtor or a guarantor in connection with this Agreement or (h) any representation or warranty made by Debtor shall prove to be false or misleading in any material respect.

12. **REMEDIES.** If the Agreement is in default, Creditor may, at its option, do any one or more of the following: (a) declare all sums due and payable, whereupon the unpaid principal and accrued interest shall become immediately due and payable; (b) use self-help and other lawful remedies to take possession of any Items; (c) sell or otherwise dispose of any Items in a manner which is commercially reasonable; (d) recover from Debtor all amounts then due and owing hereunder less the net sales price (net of all Creditor's costs and expenses of sale) of any Items Creditor has repossessed and sold; or (e) utilize any other remedy available to Creditor under the Uniform Commercial Code or otherwise at law or in equity.

All remedies are cumulative and may be exercised concurrently or separately from time to time. Debtor will also pay Creditor all costs and expenses not offset against the proceeds of sale of any Equipment incurred by Creditor in enforcing this Agreement, including those incurred by using Creditor's salaried employees and those prior to filing of an action or in connection with a dismissed action. Any waiver by Creditor of a provision of this Agreement must be in writing, and forbearance by Creditor will not constitute a waiver. Post-default amounts will bear interest at 18% per annum or at such lesser default rate as set by law until paid.

13. **REPRESENTATIONS AND WARRANTIES OF DEBTOR.** Debtor hereby represents and warrants that: (a) Debtor has good title to the Equipment, free of all liens, claims, security interests and encumbrances except those of Creditor and the security interest granted by Debtor to Creditor constitutes a valid first priority lien and security interest in the Equipment; (b) Debtor is not in default under any indenture, loan agreement, mortgage, deed of trust or other similar Agreement relating to the borrowing of monies to which Debtor is party, or by which Debtor's assets may be bound; (c) there are not actions or proceeding which are pending or threatened in any court or before any governmental agency against Debtor, its assets, or the Equipment which may materially adversely affect Debtor or the Equipment; (d) all Equipment will be used by Debtor solely for business purposes.

14. **ASSIGNMENT.** Without the prior written consent of Creditor, Debtor will not lease, transfer an interest in or allow a lien against any Item or transfer any obligation under this Agreement except a lien in an Item created by Creditor. Debtor's obligations are not assignable by operation of law. All Creditor's rights under this Agreement and interest in the Equipment may be disposed of without notice to Debtor. Debtor will acknowledge receipt of any notice of assignment in writing and will pay any assigned amounts as directed in the notice. If Creditor assigns this Agreement or any interest herein, Debtor will not assert against the assignee any claim or defense it may have against Creditor, and Debtor will pursue any rights on account thereof solely against Creditor personally. No assignee will be obligated to perform any obligation of Creditor under this Agreement unless assumed by the assignee. Subject to the foregoing, this Agreement is for the benefit of, and binds, the heirs, legatees, personal representatives, successors and assigns of the parties.

15. **PERSONAL PROPERTY.** Debtor will mark the Equipment or Equipment Location at Creditor's request to indicate Creditor's security interest in the Equipment. Each Item will remain personally despite attachment to realty. Debtor will obtain and deliver to Creditor, upon Creditor's request, real property waivers in form satisfactory to Creditor from all persons claiming an interest in the real property on which an Item is or is to be located.

16. **ADDITIONAL DOCUMENTS.** Debtor will obtain and deliver to Creditor such documents as Creditor requests to protect its interest in this Agreement and the Equipment, including financing statements and fixture filings, both of which Debtor hereby alternatively authorizes Creditor to sign on Debtor's behalf. Debtor will reimburse Creditor for all Creditor's search, filing and appraisal fees and other costs paid third parties in connection with this Agreement. Debtor will furnish Creditor such financial data or information relative to this Agreement or the Equipment as Creditor may from time to time reasonably request.

17. **LATE PAYMENT.** If Debtor fails to pay an amount hereunder within 10 days of when due, Debtor will pay Creditor (a) a 5% late charge; (b) amounts Creditor pays others in connection with collection of the amount; and (c) Creditor's standard returned check charge, if relevant.

18. **DEPOSIT.** Any deposit Debtor furnishes in connection with this Agreement will not bear interest and may be applied by Creditor to any obligations of Debtor to Creditor which are in default. When Debtor has satisfied all Debtor's obligations hereunder, Creditor will return any remaining balance of the deposit to Debtor.

19. **GENERAL.** This Agreement contains the entire Agreement between Creditor and Debtor concerning the financing of the Equipment and may be amended only by a written Agreement signed by the party to be charged. Notices hereunder must be in writing and mailed with appropriate U.S. First Class Mail postage prepaid to the party involved at its respective address set forth above or at such other address as such party may provide the other on notice. Notices to Debtor will be effective upon deposit and to Creditor upon receipt. Each party will promptly notify the other of any change in address. The singular includes the plural and the word "Creditor" includes all assignees of Creditor. The liability of co-debtors is joint and several. Paragraph titles are not an aid in interpretation.

12F

20. GOVERNING LAW, VENUE, JURY TRIAL WAIVER. THIS AGREEMENT, AND ANY DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD FOR ITS CONFLICT OF LAW PROVISIONS. ALL DISPUTES OR CLAIMS BETWEEN THE PARTIES TO THIS AGREEMENT SHALL BE SUBMITTED TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE STATE OF ILLINOIS WITH VENUE IN THE COUNTY OF DUPAGE. THE PARTIES TO THIS AGREEMENT EXPRESSLY WAIVE ANY DEFENSE OF LACK OF PERSONAL JURISDICTION OR IMPROPER VENUE IN ANY SUCH COURT. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

21. NO OFFSET; PREPAYMENT. DEBTOR'S OBLIGATION TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT IS ABSOLUTE AND UNCONDITIONAL AND WILL NOT BE SUBJECT TO ANY ABATEMENT, COUNTERCLAIM, RECOUPMENT, OFFSET OR DEFENSE. DEBTOR MAY NOT PREPAY ITS OBLIGATIONS HEREUNDER. THE TOTAL OR PARTIAL DESTRUCTION OF ANY EQUIPMENT, OR TOTAL OR PARTIAL LOSS OF USE OR POSSESSION THEREOF BY DEBTOR, SHALL NOT RELEASE OR RELIEVE DEBTOR FROM THE DUTY TO PAY THE PAYMENTS THEREUNDER.

22. NO AGENCY. DEBTOR ACKNOWLEDGES THAT NO SUPPLIER NOR ANY FINANCIAL INTERMEDIARY NOR ANY AGENT OR EITHER IS AN AGENT OF CREDITOR, THAT NONE OF SUCH PARTIES IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS AGREEMENT AND THAT NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY ANY SUCH PARTY IS BINDING UPON CREDITOR.

23. FINANCING. THIS AGREEMENT IS SOLELY A FINANCING AGREEMENT. CREDITOR HAS HAD NO INVOLVEMENT IN THE SELECTION OR PURCHASE OF AND HAS MADE NO AGREEMENT, REPRESENTATION OR WARRANTY AS TO ANY ITEM.

DEBTOR'S INITIALS HERE: 

By execution hereof Debtor requests Creditor to advance the Equipment Cost/Advance shown above to the parties whom Debtor has specified in a separate Disbursement Instruction, subject to Creditor's right to make the applicable portion of the advance to any party which Creditor concludes has a security interest in an Item. Execution hereof by a duly authorized officer of Creditor indicates Creditor's acceptance of such offer. Debtor warrants that Debtor will use the Equipment solely for commercial or business purposes.

Debtor recognizes that Creditor will check Debtor's credit references and history and advise others as to Creditor's experience with Debtor and consents thereto. Debtor certifies and warrants that the financial data and other information which Debtor has submitted or will submit to Creditor, is or will be a true and complete statement of the matters covered.

Creditor and Debtor have executed this Agreement as of

November 19, 2015

(Date)

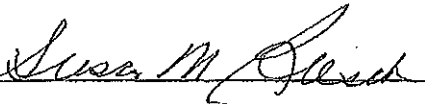
Creditor:

First Midwest Equipment Finance Co.

Forest Energies, LLC

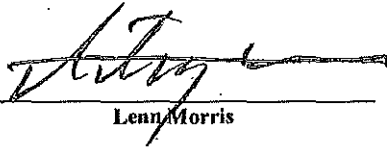
PRINT LEGAL NAME OF DEBTOR ABOVE

By:



  
Title

By:

  
Lenn Morris

Member  
Title

**First Midwest Equipment Finance Co. v. KA Leasing Group, LLC, et al.**

AFFIDAVIT OF SUSAN M. RUSCH

**EXHIBIT "B"**

# GUARANTY OF EQUIPMENT FINANCE AGREEMENT

The "Contract": Equipment Finance Agreement No. 70020-001, dated November 19, 2015

Name and Address of Debtor: Forest Energies, LLC, 4778 Hwy 78 E., Suite 208, Jasper, AL 35504

The undersigned ("Guarantor") hereby unconditionally and absolutely guarantees the full and prompt payment and performance when due (at maturity, by acceleration, on demand or otherwise) of all principal, interest, payments, rents, monies, debts, liabilities, agreements, duties and other obligations of every type and description of Debtor to First Midwest Equipment Finance Co. ("Creditor"), whether direct, indirect, absolute, contingent, due, to become due, secured, unsecured, primary, secondary, joint, several, joint and several, now existing or hereafter arising, acquired or owed under or in respect of the Contract, including without limitation under any agreement or writing evidencing, securing or otherwise executed in connection with the Contract, and all extensions, renewals, refinancings, amendments, modifications, restatements, supplements and addenda thereto (the "Obligations").

Guarantor further agrees to pay Creditor, on demand, in immediately available funds: (a) the amount of each Obligation not paid when due, without requiring that Creditor first attempt to collect any Obligations from Debtor or any other obligor therefor ("Co-obligor") or resort to any security for the Obligations ("Collateral"); and (b) all costs and expenses (including court costs, legal fees and expenses) incurred by Creditor in connection with the Obligations, this Guaranty and the enforcement of either, together with interest thereon from the time any amount becomes due until paid, at 18% per annum or, if less, the maximum rate permitted by applicable law. Should Guarantor die, sell or transfer all or substantially all Guarantor's non-exempt assets, have or seek to have a receiver appointed for Guarantor's assets, file or have filed against Guarantor a petition for relief under the U. S. Bankruptcy Code, or any successor or similar state or federal law, all Obligations will be deemed immediately due and payable and Guarantor's obligations hereunder will automatically become immediately due and payable, without demand or notice of any kind. Guarantor's liability with respect to the Obligations is unlimited and continuing until all Obligations are indefeasibly paid in full. Guarantor expressly waives any right to revoke or terminate this Guaranty. This Guaranty shall continue in effect or be reinstated if any payment or value received by Creditor is rescinded, set aside, recovered or returned for any reason (including without limitation in a bankruptcy proceeding), and the Obligation shall for the purposes hereof be deemed to have continued in existence notwithstanding application of such payment or value to such Obligation, all as though payment or value had not been made or received. Creditor may require payments by Guarantor hereunder on one or more occasions.

Guarantor agrees that the Obligations will be paid and performed strictly in accordance with their respective terms regardless of any applicable law, regulation or order affecting any of Creditor's rights with respect thereto, and regardless of enforceability of any Obligations against Debtor for any reason, including lack of legal existence, lack of authority, as a result of bankruptcy, insolvency or reorganization, or due to any defenses of Debtor. Guarantor waives presentment, demand, protest, notice of acceptance, notice of the creation or existence of any Obligations and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets, and all defenses available to a surety, guarantor or accommodation co-obligor. Without limiting the generality of the foregoing, Guarantor's obligations hereunder shall not be released, discharged or otherwise affected by any act or omission, regardless of whether it may vary Guarantor's risk in any manner or to any extent or otherwise would operate as a release or discharge of Guarantor, all of which may be done without notice to or the consent of Guarantor, including without limitation (i) any waiver, forbearance, or failure to assert any claim or demand or enforce any right or remedy against Debtor, any Co-obligor or any Collateral; (ii) any extensions or renewals of any Obligation, for any period of time; (iii) any rescissions, amendments or modifications of any terms of any Obligations or of Collateral; (iv) the substitution or release of Debtor or any Co-obligor; (v) the adequacy of, or failure to obtain, perfect or preserve, any rights in or impairment of or against, or substitution, exchange, surrender, release, loss or destruction of, any Collateral or other support for any Obligations; or (vi) the application or failure to apply in any particular manner any payments or credits. Guarantor will remain liable for any deficiency following any foreclosure of any Collateral regardless of any discharge of Debtor.

Guarantor is giving this Guaranty in good faith for adequate consideration and reasonably equivalent value, and without any intent to hinder, delay or defraud Guarantor's creditors. The execution, delivery and performance of this Guaranty do not and will not violate any provision of any indenture, contract, agreement, instrument, law, rule, regulation or order to or by which Guarantor is a party, subject or bound.

Guarantor will provide Creditor on request Guarantor's most recent financial statements and other information, in such form as Creditor reasonably shall require. Guarantor will do all things and execute all documents as required by Creditor to give full effect to this Guaranty and to preserve Creditor's rights and powers hereunder. Guarantor takes full responsibility for being and keeping informed of Debtor's financial condition and all other circumstances bearing on Guarantor's risk hereunder. Creditor shall have no duty to advise Guarantor of information known to it regarding Debtor or Debtor's financial condition.

Until all Obligations shall have been satisfied, Guarantor (a) waives all rights of subrogation, contribution, indemnity and reimbursement against Debtor, any Co-obligor and any Collateral, and (b) will not demand, sue for or otherwise attempt to collect any indebtedness of Debtor to Guarantor.

This Guaranty shall be binding on Guarantor, and Guarantor's heirs, representatives, successors and assigns, and shall inure to the benefit of Creditor, its successors and assigns. Notwithstanding anything herein, no assignment or transfer by Guarantor will relieve Guarantor of any liabilities or obligations hereunder.

This Guaranty was documented in the State of Illinois. This Guaranty shall be governed by, and construed in accordance with, the substantive law of the State of Illinois (not including conflicts laws). Guarantor agrees that any suit to enforce this Guaranty may be brought in the federal or state courts sitting in Illinois and consents to the exclusive jurisdiction of such courts and to service of process in any such suit being made on Guarantor by mail at the address specified herein. Guarantor hereby waives any objection it may now or hereafter have to the venue of any such suit in any such court or based on forum non conveniens. GUARANTOR, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF GUARANTOR'S CHOICE, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY, OR ANY OBLIGATIONS, INCLUDING ANY LITIGATION REGARDING ENFORCEMENT OF THIS GUARANTY OR ANY OBLIGATIONS.

This Guaranty constitutes Guarantor's entire agreement relating to the matters herein. No amendment or waiver of any provision hereof nor consent to any departure by Guarantor therefrom is effective unless in writing, signed by Creditor. No failure or delay on Creditor's part to exercise any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. All of Creditor's rights and remedies are cumulative and not exclusive of any other remedies at law or by any other agreement. This Guaranty is in addition to, not in replacement of or substitution for, any other guaranty of the Obligations or any other guaranty of Guarantor held by Creditor. The invalidity or unenforceability of any provisions hereof will not affect the validity or enforceability of any other provisions. If more than one Guarantor has signed this Guaranty, each Guarantor shall be jointly and severally liable hereunder. Fax delivery of this Guaranty or any other agreement shall constitute due delivery; and the telecopied counterpart thereof shall be fully admissible in any court or other proceeding as an original. Without limiting or modifying the foregoing, Guarantor will deliver to Creditor, promptly on request, the originally executed counterpart of this Guaranty or any other agreement.

Guarantor acknowledges, authorizes and consents to Creditor and its agents obtaining consumer credit reports and other financial and credit information, and making other credit inquiries about Guarantor, both in connection with Debtor's application and from time to time hereafter.

Dated as of November 19, 2015

Guarantor: Lenn Morris

Signature: [Signature], an individual

Guarantor Address & Phone: 2700 Hwy 280 Suite 210W



# GUARANTY OF EQUIPMENT FINANCE AGREEMENT

The "Contract": Equipment Finance Agreement No. 70020-001, dated November 19, 2015

Name and Address of Debtor: Forest Energies, LLC, 4778 Hwy 78 E., Suite 208, Jasper, AL 35504

The undersigned ("Guarantor") hereby unconditionally and absolutely guarantees the full and prompt payment and performance when due (at maturity, by acceleration, on demand or otherwise) of all principal, interest, payments, rents, monies, debts, liabilities, agreements, duties and other obligations of every type and description of Debtor to First Midwest Equipment Finance Co. ("Creditor"), whether direct, indirect, absolute, contingent, due, to become due, secured, unsecured, primary, secondary, joint, several, joint and several, now existing or hereafter arising, acquired or owed under or in respect of the Contract, including without limitation under any agreement or writing evidencing, securing or otherwise executed in connection with the Contract, and all extensions, renewals, refinancings, amendments, modifications, restatements, supplements and addenda thereto (the "Obligations").

Guarantor further agrees to pay Creditor, on demand, in immediately available funds: (a) the amount of each Obligation not paid when due, without requiring that Creditor first attempt to collect any Obligations from Debtor or any other obligor therefor ("Co-obligor") or resort to any security for the Obligations ("Collateral"); and (b) all costs and expenses (including court costs, legal fees and expenses) incurred by Creditor in connection with the Obligations, this Guaranty and the enforcement of either, together with interest thereon from the time any amount becomes due until paid, at 18% per annum or, if less, the maximum rate permitted by applicable law. Should Guarantor die, sell or transfer all or substantially all Guarantor's non-exempt assets, have or seek to have a receiver appointed for Guarantor's assets, file or have filed against Guarantor a petition for relief under the U. S. Bankruptcy Code, or any successor or similar state or federal law, all Obligations will be deemed immediately due and payable and Guarantor's obligations hereunder will automatically become immediately due and payable, without demand or notice of any kind. Guarantor's liability with respect to the Obligations is unlimited and continuing until all Obligations are indefeasibly paid in full. Guarantor expressly waives any right to revoke or terminate this Guaranty. This Guaranty shall continue in effect or be reinstated if any payment or value received by Creditor is rescinded, set aside, recovered or returned for any reason (including without limitation in a bankruptcy proceeding), and the Obligation shall for the purposes hereof be deemed to have continued in existence notwithstanding application of such payment or value to such Obligation, all as though payment or value had not been made or received. Creditor may require payments by Guarantor hereunder on one or more occasions.

Guarantor agrees that the Obligations will be paid and performed strictly in accordance with their respective terms regardless of any applicable law, regulation or order affecting any of Creditor's rights with respect thereto, and regardless of enforceability of any Obligations against Debtor for any reason, including lack of legal existence, lack of authority, as a result of bankruptcy, insolvency or reorganization, or due to any defenses of Debtor. Guarantor waives presentment, demand, protest, notice of acceptance, notice of the creation or existence of any Obligations and all other notices of any kind, all defenses which may be available by virtue of any valuation, stay, moratorium law or other similar law now or hereafter in effect, any right to require the marshaling of assets, and all defenses available to a surety, guarantor or accommodation co-obligor. Without limiting the generality of the foregoing, Guarantor's obligations hereunder shall not be released, discharged or otherwise affected by any act or omission, regardless of whether it may vary Guarantor's risk in any manner or to any extent or otherwise would operate as a release or discharge of Guarantor, all of which may be done without notice to or the consent of Guarantor, including without limitation (i) any waiver, forbearance, or failure to assert any claim or demand or enforce any right or remedy against Debtor, any Co-obligor or any Collateral; (ii) any extensions or renewals of any Obligation, for any period of time; (iii) any rescissions, amendments or modifications of any terms of any Obligations or of Collateral; (iv) the substitution or release of Debtor or any Co-obligor; (v) the adequacy of, or failure to obtain, perfect or preserve, any rights in or impairment of or against, or substitution, exchange, surrender, release, loss or destruction of, any Collateral or other support for any Obligations; or (vi) the application or failure to apply in any particular manner any payments or credits. Guarantor will remain liable for any deficiency following any foreclosure of any Collateral regardless of any discharge of Debtor.

Guarantor is giving this Guaranty in good faith for adequate consideration and reasonably equivalent value, and without any intent to hinder, delay or defraud Guarantor's creditors. The execution, delivery and performance of this Guaranty do not and will not violate any provision of any indenture, contract, agreement, instrument, law, rule, regulation or order to or by which Guarantor is a party, subject or bound.

Guarantor will provide Creditor on request Guarantor's most recent financial statements and other information, in such form as Creditor reasonably shall require. Guarantor will do all things and execute all documents as required by Creditor to give full effect to this Guaranty and to preserve Creditor's rights and powers hereunder. Guarantor takes full responsibility for being and keeping informed of Debtor's financial condition and all other circumstances bearing on Guarantor's risk hereunder. Creditor shall have no duty to advise Guarantor of information known to it regarding Debtor or Debtor's financial condition.

Until all Obligations shall have been satisfied, Guarantor (a) waives all rights of subrogation, contribution, indemnity and reimbursement against Debtor, any Co-obligor and any Collateral, and (b) will not demand, sue for or otherwise attempt to collect any indebtedness of Debtor to Guarantor.

This Guaranty shall be binding on Guarantor, and Guarantor's heirs, representatives, successors and assigns, and shall inure to the benefit of Creditor, its successors and assigns. Notwithstanding anything herein, no assignment or transfer by Guarantor will relieve Guarantor of any liabilities or obligations hereunder.

This Guaranty was documented in the State of Illinois. This Guaranty shall be governed by, and construed in accordance with, the substantive law of the State of Illinois (not including conflicts laws). Guarantor agrees that any suit to enforce this Guaranty may be brought in the federal or state courts sitting in Illinois and consents to the exclusive jurisdiction of such courts and to service of process in any such suit being made on Guarantor by mail at the address specified herein. Guarantor hereby waives any objection it may now or hereafter have to the venue of any such suit in any such court or based on forum non conveniens. GUARANTOR, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF GUARANTOR'S CHOICE, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS GUARANTY, OR ANY OBLIGATIONS, INCLUDING ANY LITIGATION REGARDING ENFORCEMENT OF THIS GUARANTY OR ANY OBLIGATIONS.

This Guaranty constitutes Guarantor's entire agreement relating to the matters herein. No amendment or waiver of any provision hereof nor consent to any departure by Guarantor therefrom is effective unless in writing, signed by Creditor. No failure or delay on Creditor's part to exercise any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. All of Creditor's rights and remedies are cumulative and not exclusive of any other remedies at law or by any other agreement. This Guaranty is in addition to, not in replacement of or substitution for, any other guaranty of the Obligations or any other guaranty of Guarantor held by Creditor. The invalidity or unenforceability of any provisions hereof will not affect the validity or enforceability of any other provisions. If more than one Guarantor has signed this Guaranty, each Guarantor shall be jointly and severally liable hereunder. Fax delivery of this Guaranty or any other agreement shall constitute due delivery; and the telecopied counterpart thereof shall be fully admissible in any court or other proceeding as an original. Without limiting or modifying the foregoing, Guarantor will deliver to Creditor, promptly on request, the originally executed counterpart of this Guaranty or any other agreement.

Guarantor acknowledges, authorizes and consents to Creditor and its agents obtaining consumer credit reports and other financial and credit information, and making other credit inquiries about Guarantor, both in connection with Debtor's application and from time to time hereafter.

Dated as of November 19, 2015

Guarantor: Ricky Freeman

Signature: [Handwritten Signature], an individual

Guarantor Address & Phone: PO Box 554 Jasper, AL 35502 205-500-2322

**First Midwest Equipment Finance Co. v. KA Leasing Group, LLC, et al.**

AFFIDAVIT OF SUSAN M. RUSCH

**EXHIBIT "C"**

Expand All

Type	Invoice/Check #	Due Date/Effective	Account Name	Amount	Amount Due	Contract Id	Status	Details	Bill To Address	Private Label	Invoice Date
Invoice	96220	05/01/2017	Forest Energies LLC	\$5,484.88	\$5,484.88	70020-001	Invoiced	...	PO Box 531365, Birmingt		04/13/2017
Invoice	89302	04/01/2017	Forest Energies LLC	\$5,484.88	\$5,484.88	70020-001	Invoiced	...	PO Box 531365, Birmingt		03/08/2017
Invoice	84949	03/01/2017	Forest Energies LLC	\$5,484.88	\$5,484.88	70020-001	Invoiced	...	PO Box 531365, Birmingt		02/10/2017
Invoice	80430	02/01/2017	Forest Energies LLC	\$5,484.88	\$5,484.88	70020-001	Invoiced	...	PO Box 531365, Birmingt		01/05/2017
Invoice	83110	01/18/2017	Forest Energies LLC	\$274.24	\$274.24	70020-001	Invoiced	...	PO Box 531365, Birmingt		02/03/2017
Invoice	76566	01/01/2017	Forest Energies LLC	\$5,484.88	\$5,484.88	70020-001	Invoiced	...	PO Box 531365, Birmingt		12/12/2016
Invoice	72328	12/01/2016	Forest Energies LLC	\$5,484.88	\$5,484.88	70020-001	Invoiced	...	PO Box 531365, Birmingt		11/01/2016
Invoice	69238	11/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		10/05/2016
Invoice	61813	10/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		09/01/2016
Invoice	57165	09/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		08/03/2016
Invoice	52077	08/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		07/05/2016
Invoice	46762	07/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		06/07/2016
Invoice	42092	06/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		04/30/2016
Invoice	34090	05/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		03/25/2016
Invoice	29422	04/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		03/01/2016
Invoice	11745	03/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		01/01/2016
Invoice	11744	02/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		01/01/2016
Invoice	10471	01/01/2016	Forest Energies LLC	\$5,484.88	\$0.00	70020-001	Invoiced	...	PO Box 531365, Birmingt		12/01/2015

**First Midwest Equipment Finance Co. v. Lenn Morris and Ricky Freeman**

PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT BY DEFAULT

**EXHIBIT "C"**

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

First Midwest Equipment Finance Co.,	)	No. 17-cv-02121
	)	
Plaintiff,	)	
	)	Honorable Gary Feinerman
v.	)	
	)	
Lenn Morris and Ricky Freeman,	)	
	)	
Defendants.	)	

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**AFFIDAVIT OF ALEXANDER WRIGHT**

The undersigned being first duly sworn on oath states the following:

1. I am one of the attorneys of record for First Midwest Equipment Finance Co., Plaintiff in this matter and I have been licensed to practice law in the state of Illinois since 2013. I have knowledge and experience handling like matters.

2. Attached is a 1-page fee sheet detailing the services performed in conjunction with the above-captioned matter. The detailed sheet was produced from my firm's billing system called TABS. TABS is reliable, accurate and widely used in the legal community to keep and maintain billing records.

3. The attached statement indicates the costs and services performed and the amount of time spent in handling this matter. Additional time will be spent in traveling to and from Court and presenting this case to Court for Judgment. The hourly rate charged by our firm is \$275.00 which is within the range of fees customarily charged by firms in this area handling like matters. The attached sheet shows that a total of 11.15 hours of work were performed on this matter, for a total of \$3,066.25 in fees. Additionally, costs of \$2,422.27 were generated. Plaintiff seeks Court approval for an award of attorney's fees and costs in the amount of \$5,488.52.

4. Under penalties provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct.

Respectfully submitted,

/S/Alexander Wright  
**Alexander N. Wright**  
Attorney for First Midwest  
Equipment Finance Co.

Ashen | Faulkner  
217 N. Jefferson St., Suite 601  
Chicago, Illinois 60661  
312.655.0800  
awright@ashenlaw.com  
Atty No.: 6314304

Client	Trans Date	Tmkr	H P	Tcode/ Task Code	Rate	Hours to Bill	Amount		Ref #
Client ID 323.0009									
323.0009	11/30/2016		5 A	1	275.00	0.75	206.25	Review new file. Pull BK information and review status of BK. Follow up with client for additional direction.	ARCH
323.0009	12/02/2016		5 A	1	275.00	0.75	206.25	Prepare and file Proof of Claim and Request for Notice.	ARCH
323.0009	12/06/2016		1 A	1	275.00	0.50	137.50	Exchange correspondence w/client in re returned payments. Review BK docket to confirm DIP Order was entered. Telephone conference with Debtor atty in re APP payments. Follow up correspondence to client advising of status.	ARCH
323.0009	12/13/2016		1 A	1	275.00	0.25	68.75	F/u correspondence w/client in re payments. No post petition payments received. Correspondence to Debtor atty in re the same.	ARCH
323.0009	12/21/2016		1 A	1	275.00	0.25	68.75	Per client still no APP payments. Exchange correspondence w/local counsel in AL. Forward documents to AL counsel to move forward w/Motion to Modify.	ARCH
323.0009	01/05/2017		1 A	1	275.00	0.50	137.50	Exchange correspondence w/local counsel and client in re moving forward w/Motion to modify. Request additional docs from client in order to proceed.	ARCH
323.0009	01/15/2017		5 A	1	275.00	0.25	68.75	Review additional BK documents as received from BK Court. F/u correspondence w/local counsel in re status of Motion to Modify	ARCH
323.0009	01/18/2017		1 A	1	275.00	0.25	68.75	Receipt and review affidavit in support of Motion to Modify from CC. Forward to client to execute.	ARCH
323.0009	01/19/2017		1 A	70	1.150		1.15	postage	ARCH
323.0009	02/14/2017		5 A	1	275.00	0.25	68.75	Attempt to contact Debtor's BK counsel, C Taylor Corckett in Re turnover of collateral, pursuant order for relief from stay. Leave v/m and follow up w/e-mail.	ARCH
323.0009	02/21/2017		1 A	70			1,381.00	Local Counsel Fees (flat fee \$1200) and Costs (\$181.00- for motion relief for stay	ARCH
323.0009	02/22/2017		5 A	1	275.00	0.75	206.25	Issued demands to PGs per Bank's request. Will pursue PGs if no response to demands.	ARCH
323.0009	03/12/2017		5 A	1	275.00	0.75	206.25	Draft Complaint against PGs.	ARCH
323.0009	03/17/2017		5 A	1	275.00	1.00	275.00	Finalize and file Complaint against PGs. Review file for best place for service.	ARCH
323.0009	03/17/2017		1 A	1	275.00	0.25	68.75	Exchange correspondence w/client in re recovery of equip. Equip location still not located. Exchange correspondence w/local counsel to attend meeting of Creditors on 3/20/17 to compel Debtor to disclose location of the equipment.	ARCH
323.0009	03/17/2017		1 A	70			400.00	Filing fee for suit against Lenn Morris and Ricky Freeman	ARCH
323.0009	03/20/2017		1 A	1	275.00	0.25	68.75	Memo to client in re location of the equipment and contact information to arrange recovery of the same discovered at the Creditors Meeting of Debtor.	ARCH
323.0009	03/20/2017		1 A	70			1.40	ECF	ARCH
323.0009	03/20/2017		1 A	70	55.000		110.00	Process Service	ARCH
323.0009	03/20/2017		1 A	70	0.460		0.46	postage	ARCH
323.0009	04/18/2017		1 A	70			522.50	Court appearance fee for local counsel, 341 meeting to determine location of equipment.	ARCH
323.0009	04/19/2017		5 A	1	275.00	1.00	275.00	Defendants are in default. Prepare Motion for Order of Default.	ARCH
323.0009	04/21/2017		1 A	70	0.250		3.50	copies	ARCH
323.0009	04/21/2017		1 A	70	0.670		1.34	postage	ARCH
323.0009	05/04/2017		5 A	1	275.00	1.25	343.75	Appeared in federal court for Motion for Entry of Default. Motion granted and status dates were stricken.	ARCH
323.0009	05/19/2017		1 A	70	0.460		0.92	postage - Phillips Firm Invoice #8 and #1028	ARCH
323.0009	06/14/2017		5 P	1	275.00	0.25	68.75	Confirm that Bank was able to recover collateral.. Request updated information for prove-up.	17
323.0009	06/19/2017		5 P	1	275.00	1.10	302.50	Pull Military records from database for Rule 55 Motion. Draft Bank affidavit, awaiting payoff info from client. Draft Rule 55 Motion. Draft NOM. Review docket, no appearances filed.	18
323.0009	06/21/2017		5 P	1	275.00	0.80	220.00	Complete and file Rule 55(b) Motion. Draft NOM. Motion to be sent via FedEx per Court Order.	19
<b>Total for Client ID 323.0009</b>					Billable	11.15	5,488.52	First Midwest Bancorp. Forest Energies, LLC	

**GRAND TOTALS**

Billable 11.15 5,488.52