ESTTA Tracking number: **ESTTA103558**
Filing date: **10/10/2006**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91172562
Party	Defendant ABN AMRO Bank N.V. ABN AMRO Bank N.V. Gustav Mahlerlaan 10 NLX 1082 PP Amsterdam,
Correspondence Address	Carol A. Genis Bell, Boyd & Lloyd LLC P.O. Box 1135 Chicago, IL 60690-1135
Submission	Answer and Counterclaim
Filer's Name	Kimberly N. Reddick
Filer's e-mail	trademarks@bellboyd.com
Signature	/knr/
Date	10/10/2006
Attachments	SFX1685.pdf (16 pages)(527861 bytes) SFX1646.pdf (27 pages)(1118150 bytes)

Registration Subject to Cancellation

Registration No	2613787	Registration date	09/03/2002
Registrant	COBRA CAPITAL LLC 1301 WEST 22ND STREET SUITE 302 OAK BROOK, IL 60523 UNITED STATES		
Goods/Services Subject to Cancellation	Class 036. First Use: 2000/01/04 , First Use In Commerce: 2000/01/04 Goods/Services: financing services, namely, banking and lease-purchase financing		

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In re Application of ABN AMRO Bank N.V. **Appl. No.:** 78/482,362 **Published:** July 4, 2006 **Trademark:** MAKING MORE POSSIBLE (AND DESIGN)	
Cobra Capital LLC Opposer, v. ABN AMRO Bank N.V. Applicant.	Opposition No. 91172562

ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM

ABN AMRO Bank N.V. (hereinafter "Applicant"), a Netherlands Limited Liability Company, hereby answers the Notice of Opposition filed by Cobra Capital LLC (hereinafter "Opposer") to registration of Application Serial No. 78/482,362 and presents a Counterclaim to cancel Opposer's pleaded registration as it was void *ab initio* and issued based on fraud. In the alternative, Applicant also asks that the registration be restricted pursuant to Section 18 of the Lanham Act to delete "banking" services which were never provided under the mark.

PRELIMINARY STATEMENT

In its Opposition, Opposer claims that it owns Registration No. 2,613,787 for "Making Impossible Possible" and, based on that registration, Applicant's mark should be refused registration. Applicant denies that Opposer's registration, if valid, would prevent registration of

Applicant's mark. As correctly determined by the Examining Attorney, there are no registered marks (including Registration No. 2,613,787) likely to be confused with Applicant's mark. Furthermore, Opposer's purported registration should be cancelled based on fraud on the Trademark Office that began with the filing of the application by one not the owner, continued by the filing of an Allegation of Use claiming use by a party not controlled by the applicant, for services that have never included "banking", followed by an attempted assignment of the registration to the Opposer. As detailed in the Counterclaim below, the applicant Dale R. Kluga ("Kluga") sought to register rights properly belonging to his employer, a leasing company called Galco. Kluga never had a lawful intent to use the mark individually nor did he (or could he) control the use by Galco. Kluga was not the owner of the mark upon filing, and therefore the application was void *ab initio*. Finally, the attempted assignment of the registration from Kluga to Opposer fails because, *inter alia*, Kluga did not own the purported mark or its goodwill.

During prosecution, Kluga filed an Allegation of Use, Declaration and specimen showing not his, but his *employer's* use. In a rare twist when the first false declaration was lost, Kluga had a second chance to tell the truth and instead, perpetuated the fraud by reaffirming that his now former employer's use nearly two years earlier was still his own. In fact, Kluga's employment and any other relationship with his employer had long since terminated when he made his second false oath.

Further, while the Allegation of Use claimed that the purported mark was being used for *all* of the services recited in the application, it was never used for "banking" services. As such, even if the application was not void as filed, the registration is invalid for failure to use the purported mark in connection with all the services claimed in the application.

Finally, Kluga tried to cover his tracks by assigning his ill gotten rights in the registration to the Opposer. However, since Kluga was not the owner of "Making Impossible Possible" or

Registration No. 2,613,787, he could not have conveyed any rights in that purported mark or Registration No. 2,613,787 to Opposer.

For the reasons set forth more fully below, Applicant respectfully requests that Registration No. 2,613,787 be cancelled as it was void *ab initio* or invalid, or at the very least, requests that the registration be rectified to delete "banking" services.

ANSWER

1. Denied.

2. Denied.

3. Denied.

4. Denied.

5. Applicant admits only that it filed Application No. 78/482,362 for the mark and services described therein. Applicant denies the remaining averments of numbered Paragraph 5. Applicant denies the remaining averments contained in Paragraph 5.

6. Denied.

7. Denied.

8. Denied.

9. Applicant admits only that it adopted a global tagline "Making more possible" as part of a worldwide initiative and that the tagline "Making more possible" with Shield Design has been used in advertising in connection with the services offered by LaSalle Bank N.A. The remaining averments of numbered Paragraph 9 are denied.

10. Denied.

11. Applicant admits that a Second Amended Complaint was filed in the United States District Court for the Northern District of Illinois, identified as 05C-2419, against LaSalle Bank

Corporation, LaSalle Bank N.A., LaSalle Bank Midwest N.A., and LaSalle National Leasing Corporation (collectively "Defendants") and that Opposer has attached a copy of a Second Amended Complaint as Opposer's Exhibit 4. Applicant denies the remaining averments of numbered Paragraph 11.

12. Applicant denies Opposer's characterizations of Exhibits 4 and 5 and specifically denies the validity of the matters and claims asserted therein.

13. Denied.

AFFIRMATIVE DEFENSES

1. Opposer has failed to state a claim upon which relief may be granted.

2. Opposer lacks standing to bring this action as it has no rights in the purported registration.

3. Opposer is not the owner of Registration No. 2,613,787.

4. Application Serial No. 75/895,345 was void *ab initio* because it was filed in the wrong name, as the applicant Kluga did not have a bona fide intent to use "Making Impossible Possible" in commerce.

5. Kluga was not using "Making Impossible Possible" in connection with all services recited as of the date of filing the Trademark/Service Mark Allegation of Use ("Allegation of Use") in Application Serial No. 75/895,345, and hence the resulting registration is invalid.

6. Applicant's mark as shown in Application Serial No. 78/482,362 is not likely to be confused with Opposer's purported mark.

7. Opposer's purported registration is unenforceable due to Kluga's fraud in the filing and prosecution of the application and the assignment of the registration.

8. Opposer's purported registration is unenforceable due to its, or its purported assignor Kluga's, unclean hands in the filing and prosecution of the application and the assignment of the registration.

9. Opposer's purported mark lacks distinctiveness and its registration was issued in error.

10. Opposer's purported registration is subject to cancellation as the mark has been abandoned.

11. Opposer's purported assignment of the registration is invalid as the registration is void and or unenforceable.

COUNTERCLAIM

Applicant, as and for its Counterclaim, states and alleges as follows:

1. This Counterclaim seeks to cancel Opposer's purported Registration No. 2,613,787, pursuant to 15 U.S.C. §§1051(b), 1051(d), 1055 and 1068 of the Lanham Act.

STANDING

2. Applicant is likely to be and is being damaged by the continued existence of Registration No. 2,613,787, as Opposer seeks to use the registration's statutory presumptions to enjoin the use of Applicant's mark as shown in Application Serial No. 78/482,362, and to prevent registration of Applicant's mark.

BACKGROUND

Parties

3. Applicant is a limited liability company organized and existing under the laws of the Netherlands.

4. Upon information and belief, Opposer is a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business at 1301 W. 22nd St., Suite 302, Oakbrook, IL 60523.

5. Opposer claims rights to the purported registration via a purported assignment from Kluga (identified in Paragraph 6 below).

Kluga

6. Upon information and belief, Kluga is an individual with an address at 1836 Essex Place, Downers Grove, Illinois 60516.

7. On or about January 13, 2000, Kluga filed Application Serial No. 75/895,345.

8. As set forth below, Kluga falsely swore in Application Serial No. 75/895,345 that he was the owner of the purported mark used by his employer, that his employer's use of the purported mark was controlled by him, and that such use continued long after his employment ceased.

Great American Leasing Company (Galco)

9. Great American Leasing Company ("Galco") was formed as an Illinois limited liability company in 1996. Galco was Kluga's employer when Kluga filed Application Serial No. 75/895,345.

10. A copy of the Operating Agreement of Galco ("Galco Operating Agreement") is attached hereto as Exhibit A.

11. There were two Members of Galco: Kluga and the Great American Finance Company ("Gafco"). The percentage interests of the members were initially 35% for Kluga and 65% for Gafco.

12. Pursuant to an Amendment to the Galco Operating Agreement dated September 1, 1998, Kluga's percentage interest changed to 40% and Gafco's percentage changed to 60% ("Galco Operating Agreement Amendment").

13. A copy of the Operating Agreement Amendment is attached as Exhibit B.

Kluga Is Employed By Galco

14. From July 1, 1996 until at least September 27, 2000, Kluga was employed by Galco pursuant to the employment agreement between Galco and Kluga ("Employment Agreement").

15. A copy of the Employment Agreement is attached as Exhibit C.

16. From July 1, 1996 until at least September 27, 2000, Kluga devoted his full-time attention to Galco.

17. From July 1, 1996 until at least September 27, 2000, Kluga's responsibilities included developing the marketing and advertising for Galco.

18. Upon information and belief, while employed by Galco, Kluga developed the phrase "Making Impossible Possible" for use in Galco's business.

19. As early as January 4, 2000, Galco used "Making Impossible Possible" in connection with commercial equipment leasing.

Kluga Files Application Serial No. 78/895,345 While A Galco Employee

20. On January 13, 2000, Kluga filed Application Serial No. 78/895,345 for "Making Impossible Possible" in his own name claiming to have the intent to use the purported mark in connection with "financial services."

21. On June 22, 2000, the Trademark Examining Attorney, upon Kluga's request, amended the recitation of services to read "financing services, namely, banking and lease-purchase financing."

22. On or about August 14, 2000, Kluga signed an Allegation of Use which states in part that the "owner is using or is using through a related company the mark in commerce."

23. According to the Allegation of Use signed by Kluga, "Making Impossible Possible" had been used in commerce since January 4, 2000.

24. On or about August 14, 2000, Kluga filed a specimen as part of the Allegation of Use as set forth in Exhibit D ("Specimen").

25. The Specimen submitted by Kluga was a Galco marketing brochure displaying the phrase "Making Impossible Possible" and showing Galco's use thereof.

Kluga's Employment With Galco Terminates

26. On or about September 27, 2000, Kluga's employment with Galco terminated.

27. On or about December 29, 2000, Kluga, Galco and Gafco entered into an agreement ("Settlement Agreement"), by which Kluga transferred and assigned all of his ownership in Galco back to Galco.

28. A copy of the Settlement Agreement is attached as Exhibit E.

Kluga Reaffirms His Oath After Termination Of His Employment

29. On or about March 26, 2002, Application Serial No. 78/895,345 was published for opposition.

30. After a Notice of Allowance issued, Kluga contacted the Trademark Examiner advising that he had previously filed an Allegation of Use, which was apparently misplaced by the Trademark Office.

31. On or about July 10, 2002, Kluga requested that the Allegation of Use, declaration and Specimen he previously filed on August 21, 2000 while employed by Galco, be treated as a Statement of Use.

32. As requested by Kluga on or about July 10, 2002, the Allegation of Use, Declaration and Specimen filed on August 21, 2000 were treated by Examiner's Amendment as a Statement of Use.

33. However, as of July 10, 2002, Kluga was not employed by or otherwise affiliated with Galco. In fact, as of that date, Kluga had previously transferred any and all rights he had in Galco back to Galco.

34. As of July 10, 2002, the Specimen did not evidence any use by Kluga or use through a related company of the purported mark in commerce on or in connection with the goods or services set forth in the Notice of Allowance.

35. Upon information and belief, Kluga falsely declared in the Allegation of Use and the Statement of Use that the Specimen be submitted evidenced the purported mark as used in commerce.

Invalid Registration No. 2,613,787 Issues And Is Assigned To Opposer

36. On or about September 3, 2002, Registration No. 2,613,787 for "Making Impossible Possible" issued.

37. As of July 9, 2004, Applicant's priority date pursuant to Section 44 of the Lanham Act ("Applicant's Priority Date"), Opposer was not the owner of the Registration No. 2,613,787 for "Making Impossible Possible."

38. Upon information and belief, on or before Applicant's Priority Date, Opposer had not used "Making Impossible Possible."

39. Upon information and belief, on or before Applicant's Priority Date, Kluga had never individually used in commerce the purported mark "Making Impossible Possible" pursuant to Section 1 of the Lanham Act.

40. Kluga has never individually used in commerce "Making Impossible Possible."

41. The Specimen submitted by Kluga does not show use in connection with banking services.

42. Galco, Kluga and Opposer have never provided banking services.

43. Galco, Kluga and Opposer are not now and have never been licensed to provide banking services.

44. Galco was not Kluga's related company within the meaning of Sections 5 and 45 of the Lanham Act. 15 U.S.C. §§ 1055, 1127.

45. At the time of the purported Service Mark Assignment set forth in Opposer's Exhibit 3, Kluga owned no goodwill or rights with respect to "Making Impossible Possible."

COUNT I

KLUGA'S APPLICATION AS FILED WAS VOID AB INITIO

46. Applicant realleges, as if fully set forth, each and every allegation or denial set forth above in paragraphs 1 through 45, which are incorporated herein by reference.

47. Upon information and belief, Kluga did not have a bona fide intent to use the purported mark "Making Impossible Possible" in commerce when Application Serial No. 75/895,345 was filed.

48. Upon information and belief, Kluga did not have a bona fide intent to use the purported mark "Making Impossible Possible" for banking services when Application Serial No. 75/895,345 was filed.

49. Upon information and belief, Kluga did not have a bona fide intent to use the purported mark "Making Impossible Possible" for lease-purchase financing when Application Serial No. 75/895,345 was filed.

50. Upon information and belief, Kluga falsely declared in Application Serial No. 75/895,345 that he was "the owner of the mark sought to be registered."

51. Upon information and belief, Kluga falsely declared in Application Serial No. 75/895,345 that "to the best of his/her knowledge and belief, no other person, firm, corporation, or association ha[d] the right to use the mark in commerce."

52. Upon information and belief, Application Serial No. 75/895,345 and resulting Registration No. 2,613,787 are void, as Kluga did not have a bona fide intent to use the purported mark "Making Impossible Possible." Therefore, Kluga was not the owner of "Making Impossible Possible" when he filed the application for registration. 15 U.S.C. §1051(b); *Trademark Manual of Examining Procedure,* §§ 803.01, 803.06 (4TH Ed. 2006), 37 C.F.R §2.71(d)

COUNT II

KLUGA'S REGISTRATION IS INVALID

53. Applicant realleges, as if fully set forth, each and every allegation or denial set forth above in paragraphs 1 through 52, which are incorporated herein by reference.

54. On August 17, 2000, Kluga filed an Allegation of Use in connection with Application Serial No. 78/895,345, alleging a date of first use of January 4, 2000.

55. With the Allegation of Use, Kluga signed a Declaration swearing that he was using, or was using through a related company, "Making Impossible Possible" in commerce on or in connection with all the goods and services listed in the application.

56. Despite the sworn declaration, Kluga had not used "Making Impossible Possible" as a trademark or service mark on or before August 17, 2000.

57. Because the Trademark Office lost Kluga's first false declaration, on or about July 10, 2002, Kluga asked the Trademark Office to treat the Allegation of Use filed on August 21, 2000

as a Statement of Use, even though he was no longer employed by Galco, did not control any use by Galco and had previously assigned any and all rights he had in Galco back to Galco.

58. Based on Kluga's sworn declaration and later reaffirmation of his oath, Registration No. 2,613,787 issued to Kluga on September 3, 2002.

59. Registration No. 2,613,787 is invalid because Galco's use was not Kluga's or controlled by him as shown by the specimen when the Statement of Use was submitted, and because no use was ever made in connection with banking services. *Trademark Manual of Examining Procedure,* §§ 1104.01, 1104.09(c) (4TH Ed. 2006), 37 C.F.R 2.76(e).

60. Upon information and belief, Opposer claims to be the owner of purported Registration No. 2,613,787 by assignment from Kluga.

61. Upon information and belief, the Assignment referenced in Paragraph 3 of the Notice of Opposition and attached as Exhibit 3 was invalid, as Kluga was not the owner of Registration No. 2,613,787, and therefore Kluga could not have conveyed any rights in the purported mark or Registration No. 2,613,787 to Opposer.

62. Upon information and belief, Opposer is not the owner of "Making Impossible Possible" mark or Registration No. 2,613,787.

COUNT III

KLUGA'S REGISTRATION WAS FRAUDULENTLY OBTAINED

63. Applicant realleges, as if fully set forth, each and every allegation or denial set forth above in paragraphs 1 through 62, which are incorporated herein by reference.

64. Upon information and belief, Kluga falsely swore that he had a bona fide intent to use the purported mark "Making Impossible Possible" in commerce and was the owner when he

filed Application Serial No. 75/895,345, and such statements were material, and Kluga knew or should have known they were false.

65. Upon information and belief, Kluga falsely declared in the Allegation of Use or Statement of Use for Application Serial No. 75/895,345 that he or a related company was using "Making Impossible Possible" in commerce on or in connection with all the goods/services listed in the Notice of Allowance, specifically "financing services, namely, banking and lease-purchase financing", and such statement was material, and Kluga knew or should have known it was false.

66. Upon information and belief, at the time of filing the Allegation of Use, Kluga had made no use of "Making Impossible Possible" in connection with any services; no use of the purported mark by any related company inured to his benefit; and no use was made by Kluga or any related company in connection with banking services.

67. Upon information and belief, Kluga falsely declared in the Allegation of Use or the Statement of Use for Application Serial No. 75/895,345 that the Specimen of use submitted evidenced the purported mark as used in commerce, and such statement was material, and Kluga knew or should have known it was false.

68. Upon information and belief, by requesting that the Allegation of Use be treated as a Statement of Use, Kluga falsely declared that the facts sworn to at the time of the filing of the Allegation of Use were still true, that Galco was currently using the mark as shown and that he controlled the use by Galco, but in fact, he had no connection to Galco. Such statements were material, and Kluga knew or should have known they were false.

69. Upon information and belief, Kluga's false declarations referenced in Paragraphs 63 through 68, above, constitute fraud upon the Patent and Trademark Office contrary to 15 U.S.C. §1064 (3).

COUNT IV

PARTIAL CANCELLATION OF BANKING SERVICES

70. Applicant realleges, as if fully set forth, each and every allegation or denial set forth above in paragraphs 1 through 69, which are incorporated herein by reference.

71. Applicant alleges in the alternative, that even if the application was not void *ab initio* or that Kluga's fraudulent declarations do not render the registration invalid or unenforceable, or that Opposer has gained rights to the registration by an invalid assignment, Opposer's registration should be restricted or rectified pursuant to Section 18 of the Lanham Act, to delete "banking" services. 15 U.S.C §1068, *Trademark Trial and Appeal Board Manual of Procedure,* §309.03 (2nd Ed. 2003).

72. Kluga did not provide any specimens to the Trademark Office demonstrating use of "Making Impossible Possible" in connection with banking services.

73. Neither Kluga, as an individual, nor Galco was authorized to provide banking services.

74. Kluga has never used and cannot claim the benefit of a related company having used "Making Impossible Possible" in connection with banking services.

75. There is no evidence of record that "Making Impossible Possible" was ever used by Kluga or anyone else in connection with banking services. *Trademark Manual of Examining Procedure,* §§ 1104.01, 1104.09(c) (4TH Ed. 2006), 37 C.F.R 2.76(e).

WHEREFORE, Applicant prays that:

a) the Opposition be dismissed; and

b) Registration No. 2,613,787 be canceled in its entirety; or in the alternative, that

c) Registration No. 2,613,787 be restricted or rectified to delete 'banking services";

and that

d) Application Serial No. 78/482,362 proceed to registration.

The Office is authorized to deduct $300.00 and any deficiency from Deposit Account No. 02-1818, in satisfaction of the counterclaim for cancellation filing fee.

Respectfully submitted,

ABN AMRO Bank N.V.

Dated: October 10, 2006

By: _____

Michael T. Murphy
Carol A. Genis
Kimberly N. Reddick
Attorneys for Applicant

Bell, Boyd & Lloyd LLC
P.O. Box 1135
Chicago, Illinois 60690-1135
Telephone: (202) 955-6848
Facsimile: (312) 827-8185
E-mail: trademarks@bellboyd.com

CERTIFICATE OF SERVICE

I certify that on this 10th day of October, 2006 a copy of the foregoing **ANSWER, AFFIRMATIVE DEFENSES AND COUNTERCLAIM** was served by first class mail, postage prepaid on:

Gregory J. Vogler, Esq.
McAndrews, Held & Malloy, Ltd.
34th Floor
500 West Madison St.
Chicago, IL 60661

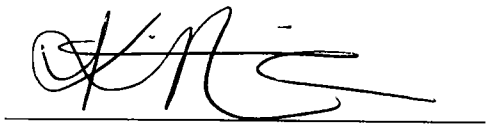


Exhibit A

OPERATING AGREEMENT

FOR

GREAT AMERICAN LEASING COMPANY, L.L.C.

DATED AS OF JULY 1, 1996

BY AND BETWEEN

GREAT AMERICAN FINANCE COMPANY

AND

DALE R. KLUGA

OPERATING AGREEMENT
FOR
GREAT AMERICAN LEASING COMPANY, L.L.C.
BY AND BETWEEN
GREAT AMERICAN FINANCE COMPANY
AND
DALE R. KLUGA

THIS OPERATING AGREEMENT is entered into as of this 1st day of July, 1996, by and between Great American Finance Company, an Illinois corporation, and Dale R. Kluga (each separately referred to as a "Member" and collectively referred to as the "Members").

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I

FORMATION OF LIMITED LIABILITY COMPANY

1.1 The parties hereby form a limited liability company (the "Company") under the provisions of the Illinois Limited Liability Company Act (the "Act") and, except as herein otherwise expressly provided, the rights and liabilities of the Members shall be as provided in that Act, as amended from time to time.

1.2 On July 1, 1996, the Company executed and filed Articles of Organization with the Illinois Secretary of State in accordance with and pursuant to the Act.

1.3 The Manager shall take such steps as are necessary to (a) allow the Company to continue to legally conduct business, (b) maintain its status as a limited liability company formed under the laws of the State of Illinois and its qualification to conduct business in any jurisdiction where the Company does business and is required to be qualified, and (c) ensure that the Company shall continue to be treated as a partnership for tax purposes.

ARTICLE II

NAME

The business of the Company shall be conducted under the name Great American Leasing Company, L.L.C., or such other name as the Members shall hereafter designate.

ARTICLE III

DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

3.1 "Agreement" means this Operating Agreement, as amended, modified or supplemented from time to time.

3.2 "Company" means the limited liability company formed pursuant to this Agreement by the parties hereto, as said company may from time to time be constituted.

3.3 "Manager" means the manager selected by the Members as provided in Article XI hereof with the powers and privileges to manage the business and affairs of the Company as provided herein, and shall initially refer to Dale R. Kluga.

3.4 "Members" mean effective as of the date first above written, Great American Finance Company, an Illinois corporation, and Dale R. Kluga.

3.5 "Percentage Interest" means the percentage assigned to each Member as set forth in Schedule A attached hereto and as amended from time to time.

3.6 "Transfer" shall mean any transfer, sale, assignment, gift, pledge or other disposition or encumbrance.

ARTICLE IV

NATURE OF BUSINESS

The business of the Company is to engage in any lawful act or activity for which limited liability companies may be organized under the laws of the State of Illinois.

ARTICLE V

TERM

The term of the Company shall commence on the date hereof and shall continue until 11:59 p.m. on December 31, 2040, unless sooner terminated as hereinafter provided.

ARTICLE VI

REGISTERED AGENT; PRINCIPAL PLACE OF BUSINESS

The principal business office of the Company shall be located at 205 West Wacker Drive, Chicago, Illinois 60606, or at such other place as may be mutually designated by the Members from time to time. The Company's initial registered office shall be located at 205 West Wacker Drive, Chicago, Illinois 60606, and its initial registered agent shall be Lawrence B. Aaron.

ARTICLE VII

CAPITAL AND CONTRIBUTIONS

7.1 The initial contributions to the Company by each of the Members and the Percentage Interest of each of the Members shall initially be as shown in **Exhibit A**. **Exhibit A** shall be amended from time to time to reflect changes in the Percentage Interests, including, without limitation, as a result of any Transfer (as defined herein) of Company interests or the admission or withdrawal of a Member.

7.2 Members shall not be required at any time to make additional capital contributions to the Company, or to restore all or any portion of a deficit balance in such Member's capital account with the Company, except as may be unanimously determined by the Members.

7.3 No Member shall have the right to receive interest on his or its capital contributions to the Company.

7.4 To the extent that any Member makes loans to the Company, interest will be paid on such loan at the current market rate of interest. For this purpose, the current market rate of interest will be equal to Great American Finance Company's cost of capital.

7.5 Great American Finance Company will lend funds to Company for leasing transactions, approved in accordance with Section 11.1 hereof, provided that such funds are available from Great American Finance Company's bank lines of credit.

ARTICLE VIII

DISTRIBUTIONS

8.1 For any fiscal year of the Company, distributions in cash or in kind shall be made as follows:

(a) First, an amount equal to 25% of the gross salary paid to Dale R. Kluga shall be distributed to Great American Finance Company, ("the Preferred Distribution").

(b) Thereafter, in accordance with the Members' respective Percentage Interests.

8.2 Any withholding tax, other than payroll deductions, required by law to be withheld by the Company with respect to a Member shall be treated as a distribution to such Member.

8.3 Notwithstanding anything to the contrary herein contained, the Manager will use his best efforts to make distributions from the Company to the Members at such times and in such amounts as to enable each Member to pay his or its respective annual and estimated income tax liabilities (federal, state and local) arising from ownership of an interest in the Company. Distributions to the Members shall be based on the highest marginal federal and Illinois state tax rates regardless of the tax rates actually applicable to the distributee. Determinations of the income tax liability will be made reasonably and in good faith by the Manager, with the consent of Members holding more than 51% of Percentage Interests, based upon such assumptions and estimates in pursuit of convenience of administration as are deemed reasonable, and such determinations shall be conclusive.

ARTICLE IX

ALLOCATIONS OF PROFITS AND LOSSES

9.1 Each item of the Company's income and gain ("Profits") for each fiscal year shall be allocated in the following order and priority:

(a) First, to the Members in an amount equal to the excess, if any, of (i) the cumulative Losses allocated pursuant to Section 9.2(c) hereof for all prior fiscal years, over (ii) the cumulative profits allocated pursuant to this Section 9.1(a) for all prior fiscal years;

(b) Second, to the Members in an amount equal to the excess, if any, of (i) the sum of (A) the cumulative Preferred Distribution accrued from the inception of the Company to the last day of such fiscal year, and (b) the cumulative Losses allocated pursuant to Section 9.2(b) hereof for all prior fiscal years, over (ii) the cumulative Profits allocated pursuant to this Section 9.1(b) for all prior fiscal years; and

(c) The balance, if any, to the Members in accordance with the Percentage Interests.

9.2 Each item of the Company's loss and deduction ("Losses") and credits for any fiscal year shall be allocated in the following order and priority:

(a) First, to the Members in accordance with the Percentage Interests in an amount equal to the excess, if any, of (i) the cumulative Profits allocated pursuant to Section 9.1(a) hereof for all prior fiscal years, over (ii) the cumulative Losses allocated pursuant to this Section 9.2(a) for all prior fiscal years;

(b) Second, to the Members in an amount equal to the excess, if any, of (i) the cumulative Profits allocated pursuant to Section 9.1(b) hereof for all prior fiscal years, over (ii) the cumulative Losses allocated pursuant to this Section 9.2(b) for all prior fiscal years; and

(c) The balance, if any, to the Members in accordance with the Percentage Interests.

9.3 If there is a change in Members or in the respective holdings of Company interests or in the respective rights or duties appurtenant to Company interests (caused, for example, by a transfer, issuance, retirement or modification of a Company interest), allocations under this Article IX for a taxable year among the persons or entities who are or were Members or assignees of Company interests shall be made in the manner determined to be required under the Internal Revenue Code and, if more than one method is determined to be permitted, then by the method selected as appropriate by the Members, taking into account both the principles of substantial fairness and convenience of administration.

ARTICLE X

BOOKS AND RECORDS; ACCOUNTING; TAX MATTERS PARTNER

10.1 There shall be maintained and kept at all times during the continuation of the Company, proper and usual books of account under a standard and modern system of accounting in accordance with generally accepted principles of accounting consistently applied and which shall accurately reflect the condition of the Company and shall account for all matters concerning the management thereof; which books shall be maintained and kept at the principal office of the Company or at such other place or places as the Members may from time to time determine. The Company's books and records shall be maintained on the basis selected by the Members.

10.2 The fiscal year of the Company shall be determined by Members who hold more than 51% of Percentage Interests.

10.3 As soon as practicable after the end of each fiscal year, a general accounting shall be made by the Company or its accountants which shall cover the assets and liabilities of the Company, the capital of the Members, the profits and losses for the preceding year and all matters and things customarily included in such accounting. A copy of the report of such accounting shall be furnished to each Member.

10.4 The "tax matters partner" of the Company within the meaning of Internal Revenue Code section 6231(a)(7) shall be Dale R. Kluga until a new tax matters partner is selected by the Members.

ARTICLE XI

MANAGEMENT

11.1 The Manager shall manage the day-to-day business and affairs of the Company. All decisions relating to the management and control of the conduct of the business of the Company, including, but not limited to decisions relating to approval of ordinary course of business leasing transactions and the credit therefor, distributions to the Members (other than distributions pursuant to Section 8.3 hereof), opening of bank accounts, investment of cash balances of the Company, refinancing of Company obligations, encumbering of Company property and selection of attorneys, accountants, appraisers and agents, shall be made by the Manager subject to approval of Members who hold more than 51% of Percentage Interests. If at any time there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement.

11.2 The Manager agrees to devote full time to the business of the Company. The Manager shall be entitled to receive reasonable compensation for services rendered and reimbursement for his reasonable out-of-pocket expenses incurred on behalf of the Company, all as more particularly set forth in the employment letter agreement dated July 1, 1996.

11.3 Where any vote or other action of the Members is provided for in this Agreement, the same may be done by execution of one or more substantially contemporaneous instruments signed by the Members who hold more than 51% of Percentage Interests.

11.4 The Company may enter into any contract with any Person whether or not such Person is a Member or is related or affiliated in any manner or respect, directly or indirectly, to or with any Member, but any contract with a Member, or any Person related to or affiliated with a Member, shall be on terms (including quality, where applicable) and prices which could have been obtained from unaffiliated third parties. Any Member shall have the right to be employed by, engaged in or otherwise connected or associated in any manner whatsoever, directly or indirectly, with any other enterprises, businesses, investments and occupations, whether or not similar to or competitive with the business or the Company. No Member shall be required to submit any investment opportunities to the Company for purposes of possible acquisition by this Company. Notwithstanding anything to the contrary in this Agreement, the Manager shall be required to devote full time to the business of the Company.

11.5 The Company shall have one (1) Manager who shall be Dale R. Kluga.

11.6 Except as otherwise provided herein and except as otherwise decided by the Manager, a Person shall not have the power, right, or authority to bind the Company solely because such Person is a Member.

ARTICLE XII

OFFICERS

12.1 Number and Title. The officers of the Company shall be chosen by the Manager with the approval of the Members. Initially, the president of the Company shall be Dale R. Kluga. Any number of offices may be held by the same person, unless the Articles of Organization or this Agreement otherwise provide.

12.2 Appointment of Additional Officers. The Manager, with approval of Members who hold more than 51% of Percentage Interests, may appoint such other officers and agents as he shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Manager.

12.3 Term of Office, Removal and Vacancies. The officers of the Company shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Manager with approval of Members who hold more than 51% of Percentage Interests, may be removed at any time by the Manager, with approval of Members who hold more than 51% of Percentage Interests, and replaced by a successor. Any vacancy occurring in any office of the Company may be filled by the Manager with approval of Members who hold more than 51% of Percentage Interests.

ARTICLE XIII

BANK ACCOUNTS

13.1 Funds of the Company shall be used for only Company purposes and shall be deposited in such accounts in banks or other financial institutions as may be established from time to time by the Company. Withdrawals shall be made by such persons as are designated from time to time by the Company.

ARTICLE XIV

TRANSFER OF PERCENTAGE INTEREST

14.1 A Member shall not Transfer his or its Percentage Interest, or any portion thereof, without the express written consent of Members owning at least 51% of all interests held by Members other than the transferring Member.

14.2 Any purported Transfer in violation of this Article XIV shall be null and void and of no force and effect.

14.3 Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, a Member may at any time, without the consent of the other Members, Transfer his or its Percentage Interest in the Company to another Member.

ARTICLE XV

DISSOLUTION OF THE COMPANY

15.1 The Company shall be dissolved on the earlier of any of the following events:

(a) The determination of either Member to dissolve the Company;

(b) The withdrawal, death, insanity, incompetency or bankruptcy of a Member, unless within 90 days after the event there are at least 2 remaining Members and all the, remaining Members agree to continue the business of the Company;

(c) The expiration of the term of the Company;

(d) As otherwise provided by the Act, or

(e) Termination of Dale R. Kluga's employment by Dale R. Kluga or the Company.

15.2 The assets of the Company on winding-up shall be applied first to the expenses of the winding-up, liquidation and dissolution, then to creditors, in order of priority as provided by law, and thereafter distributed to the Members pro rata in accordance with their Percentage Interests.

15.3 Each Member shall look solely to the assets of the Company for all distributions with respect to the Company and for the return of its capital contribution and shall have no recourse therefor against any other Member. The Members shall not have any right to demand or receive property other than cash upon dissolution and termination of the Company or to demand the return of their capital contributions to the Company prior to dissolution and termination of the Company.

ARTICLE XVI

ADMISSION OF NEW MEMBERS; AMENDMENT OF OPERATING AGREEMENT AND ARTICLES OF ORGANIZATION

16.1 New members may be admitted to the Company only upon the unanimous written approval of all Members of the Company, and shall be admitted upon such terms and conditions as the Members may unanimously determine, consistent with this Agreement, the Company's Articles of Organization and any applicable provision of law or rule of a governmental agency or self-regulating organization which has jurisdiction over the business of the Company.

16.2 This Agreement and the Articles of Organization may not be amended except with the unanimous written consent of all the Members.

ARTICLE XVII

LIABILITY AND INDEMNIFICATION

17.1 No Member, Manager, officer, employee or agent of the Company or a Member, shall be liable to the Company or any other Member for any expenses, damages or losses arising out of the performance of his or its duties for the Company other than those expenses, damages or losses directly attributable to such person or entity not acting in good faith and in a manner that he or it reasonably believed to be in or not opposed to the best interests of the Company or attributable to such person's breach of his or its duty of loyalty to the Company.

17.2 The Company shall indemnify any person or entity who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, an action by or in the right of the Company, by any Member or by the Manager) by reason of the fact that he is or was a Member, employee or agent of the Company or a Member or a Manager, against expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him or it in connection with such action, suit or proceeding to the fullest extent permitted under Illinois law.

17.3 Expenses incurred by a Member, Manager, employee or agent of the Company in defending a civil or criminal action, suit or proceeding shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Member, Manager, employee or agent to repay any amounts advanced for which he, she or it is not entitled to be indemnified by the Company pursuant to Section 17.2 hereof.

ARTICLE XVIII

MISCELLANEOUS

18.1 Except for the employment letter agreement dated July 1, 1996, this Agreement, constitutes the entire agreement between the parties relating to the subject matter hereof. It supersedes any prior agreement or understandings between them relating to the subject matter hereof, and it may not be modified or amended in any manner other than as set forth herein.

18.2 This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois.

18.3 Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns.

18.4 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person, firm or corporation may require in the context thereof.

18.5 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

18.6 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth above.

MEMBERS:

Dale R. Kluga

Dale R. Kluga

Great American Finance Company,
an Illinois corporation

By: Lawrence B. Aaron

Lawrence B. Aaron, President

SCHEDULE A
TO
OPERATING AGREEMENT
FOR
GREAT AMERICAN LEASING COMPANY, L.L.C.
BY AND BETWEEN
GREAT AMERICAN FINANCE COMPANY
AND
DALE R. KLUGA

Name of Member	Initial Capital Contribution	Percentage Interest
Great American Finance Company	$650	65%
Dale R. Kluga	$350	35%

RAF07185.DOC

GAFCO 000791

Exhibit B

AMENDMENT TO OPERATING AGREEMENT

This Amendment made as of this 1st day of September, 1998 to the Operating Agreement for Great American Leasing Company, L.L.C. dated as of July 1, 1996 by and between Great American Finance Company and Dale R. Kluga.

1. Effective as of September 1, 1998, the Percentage Interest of the Members is Dale R. Kluga 40% and Great American Finance Company 60%.

2. The allocation of distributions, Profits and Losses for the period ended August 31, 1998 shall not be affected by the Amendment, nor shall the capital accounts of the Members, as the change of the Percentage Interest of the Members, and the effect thereof on the allocation of distributions, Profits and Losses and capital accounts, provided in this Amendment, is for the period commencing September 1, 1998.

3. Except as herein provided, all the terms and provisions of the Operating Agreement for Great American Leasing Company, L.L.C. shall remain in full force and effect.

Dale R. Kluga

Dale R. Kluga

GREAT AMERICAN FINANCE COMPANY

By: Lawrence B. Aaron

Lawrence B. Aaron, President

(425735.1)

Exhibit C

GREAT AMERICAN LEASING COMPANY, LLC

205 WEST WACKER DRIVE • CHICAGO, ILLINOIS 60606

312-332-7119
FAX: 312-332-7159

July 1, 1996

Mr. Dale R. Kluga
1836 Essex Court
Downers Grove, Illinois 60516

Dear Dale:

The following will set forth our agreement concerning your employment by Great American Leasing Company, L.L.C. (the "Company").

Commencing on the date hereof, you will be employed as the President and your salary shall be at the rate of $100,000.00 per year for the first 2 years of your employment, except that you will not be paid any salary for the first 6 months (that is, your salary for the period of July 1, 1996 through June 30, 1997 shall be $50,000.00, payable during the period of January 1, 1997 through June 30, 1997), and your salary shall increase by $25,000.00 per year for the 3rd, 4th, and 5th years of your employment. Your employment may be terminated by either the Company (Great American Finance Company having the sole authority for the Company regarding such termination, notwithstanding anything to the contrary in the Operating Agreement for the Company) or you at any time upon 60 days' prior written notice.

During your employment, you will be reimbursed for your automobile oil and gas costs incurred for Company business and for up to $1,000 a month for entertainment expense for Company business, and the Company will provide you with group medical insurance coverage, effective April 1, 1997, on the same terms as provided for employees of Great American Finance Company.

While you will be the chief operating officer, your authority will be subject to certain limitations, all as more particularly set forth in the Operating Agreement for the Company.

The Company will be sharing office space, personnel and other facilities of Great American Finance Company and it is understood and agreed that the Company will be charged with its allocable share of the cost of such office space, personnel and other facilities.

It is understood that if your employment terminates, the Company shall be dissolved.

This letter agreement supersedes the previous letter agreement dated June 17, 1996 between Lawrence B. Aaron and you.

Sincerely,

Great American Leasing Company, L.L.C.

By: _____
Dale R. Kluga

By: Great American Finance Company

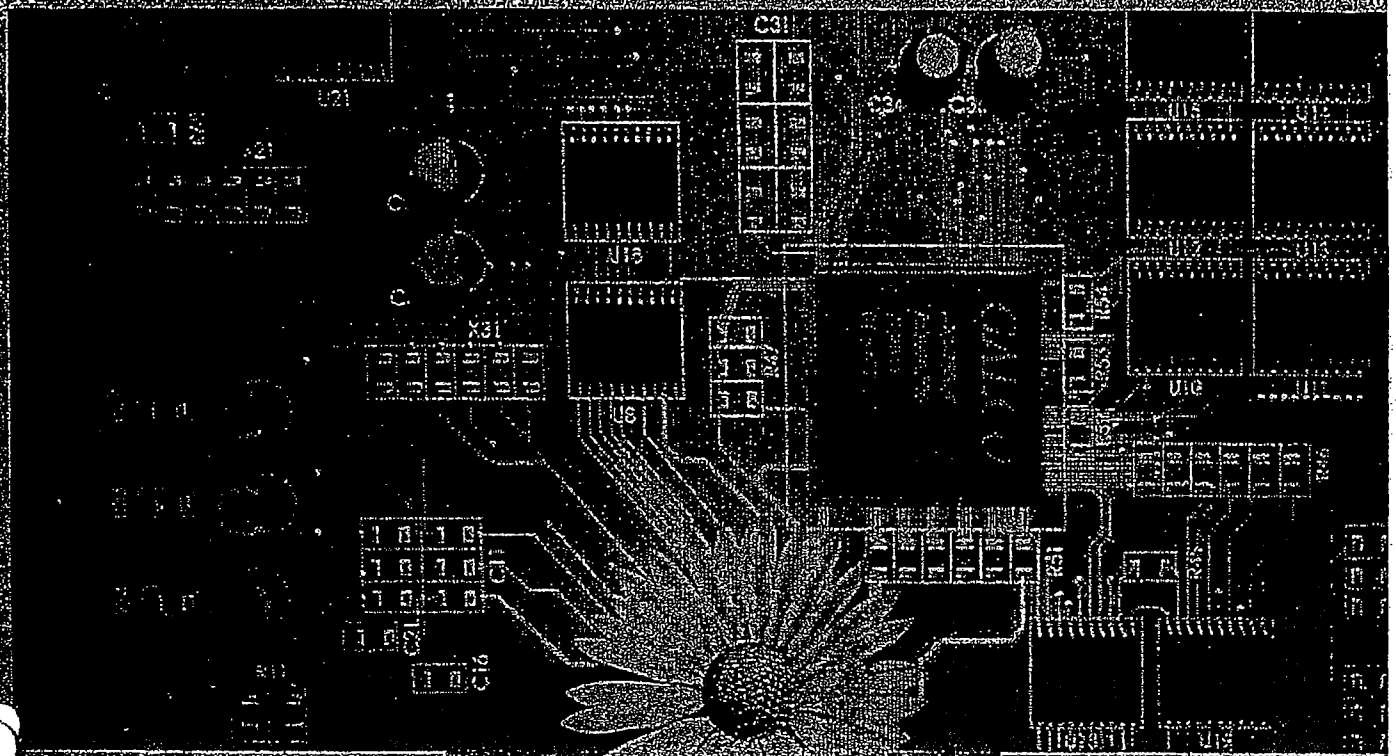
By: _____
Lawrence B. Aaron, President

Accepted

_____
Dale R. Kluga

Exhibit D

Make the Impossible, Possible!



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312-332-7156

Affiliate of
Great American Finance Company

www.galcoleasing.com

CC 007832

Exhibit E

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into as of the 29th day of December, 2000, by and between Dale R. Kluga, Great American Leasing Company, LLC ("GALCO"), Great American Finance Company ("GAFCO") and Lawrence B. Aaron.

WHEREAS, GALCO is an Illinois limited liability company engaged in the business of commercial equipment leasing;

WHEREAS, Dale R. Kluga is the Manager and a Member of GALCO;

WHEREAS, GAFCO is an Illinois corporation and is also a Member of GALCO,

WHEREAS, Lawrence B. Aaron ("Aaron") is an officer of GALCO and GAFCO and is the majority shareholder of GAFCO;

WHEREAS, on or about September 27, 2000, GALCO was dissolved;

WHEREAS, certain disputes have arisen between the parties hereto pertaining to the operation and wind up of GALCO;

WHEREAS, on November 3, 2000, Kluga, on his own behalf and purporting to act on behalf of GALCO, filed a lawsuit against GAFCO and Aaron in the Circuit Court of Cook County, Illinois, Chancery Division, Case No. 00 CH 15918 (the "Lawsuit");

WHEREAS, the parties wish to settle any and all claims between them, without resort to further litigation or any admission of liability;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in consideration of the amounts to be paid as set forth below, the parties hereto agree as follows:

1. SETTLEMENT PAYMENT TO KLUGA

GALCO shall pay Kluga a total sum of FOUR HUNDRED THOUSAND DOLLARS ($400,000), as follows:

a. TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) to be paid on January 2, 2001; and

b. ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000) to be paid in twelve (12) equal monthly installments of TWELVE THOUSAND FIVE HUNDRED DOLLARS ($12,500.00) each due on the first business day of each month beginning on February 1, 2001 and continuing thereafter until paid in full. All such installment payments shall be made by direct deposit to Kluga's account at BankOne, Account Number 2690017893118.

2. FAILURE TO MAKE TIMELY INSTALLMENTS

If GALCO fails to pay any of the foregoing installments on or before the date on which such installment is due, Kluga shall be entitled to recover interest at eighteen percent (18%) per annum on any unpaid or late installment(s), and the costs and reasonable attorneys' fees incurred in enforcing the obligations contained in paragraph 1(b) above.

3. GUARANTY OF GALCO'S PERFORMANCE BY GAFCO AND AARON

GAFCO and Aaron unconditionally guaranty the performance of the obligations of GALCO under this Agreement.

4. JOINT AND SEVERAL OBLIGATIONS

GAFCO and Aaron shall be jointly and severally liable for the obligations of GALCO under this Agreement.

5. CONSULTING FEES

The installment payments required under paragraph 1(b) above shall be deemed to be the payment of independent contractor's consulting fees. However, notwithstanding anything to the contrary contained herein, Kluga shall not have any obligation under this Agreement to provide any services to or on behalf of any of any of the parties hereto and Kluga's failure to provide any such services shall not relieve GALCO, GAFCO or Aaron of any of the financial obligations contained herein and shall not give rise to or provide a basis for any suit to recover damages for Kluga's failure to provide any such services.

6. RESIGNATION AS MANAGER AND TRANSFER OF INTEREST IN GALCO

Conditioned upon timely receipt of the payment required under paragraph 1(a) above and effective as of the time Kluga receives such payment, Kluga hereby resigns his positions as Manager and an officer of GALCO and hereby transfers and assigns all of his ownership in GALCO to GALCO.

7. GENERAL RELEASE OF CLAIMS BY KLUGA

Excepting the obligations contained herein, Kluga releases and forever discharges GALCO, GAFCO, and Aaron, their employees, agents, representatives, officers, directors, shareholders, predecessors, successors, insurers, attorneys, heirs and assigns of and from any claims, demands, liens, suits, liabilities and causes of action of any nature whatsoever, under statute or otherwise, whether known or unknown, liquidated or unliquidated, which he ever had, now has, or hereafter can, shall or may have against GAFCO or Aaron.

8. GENERAL RELEASE OF CLAIMS BY GAFCO, GALCO, AND AARON

GAFCO, GALCO, and Aaron release and forever discharge Kluga and his heirs and assigns of and from any claims, demands, liens, suits, liabilities and causes of action of any nature whatsoever, under statute or otherwise, whether known or unknown, liquidated or unliquidated, which they ever had, now have, or hereafter can, shall or may have against Kluga.

9. DISMISSAL OF LAWSUIT

The parties hereto shall promptly take the necessary step to dismiss the Lawsuit with prejudice and each party shall bear its own attorneys' fees and costs.

10. RETURN OF DOCUMENTS AND KEYS BY KLUGA

Kluga shall return to GALCO all original documents and files which pertain to the business of GALCO and any copies of such documents or files as to which GALCO does not possess an original.

11. DOCUMENTS TO BE PROVIDED TO KLUGA, ACCESS TO BOOKS AND RECORDS

When they become available to GALCO, GALCO shall provide Kluga with final audited financial statement, tax returns and related limited liability company schedules for GALCO for the periods ending August 31, 2000 and shall provide Kluga with an IRS tax form K1 for his interest in GALCO for the period ending August 31, 2001. Kluga shall be entitled to reasonable access to the books and records of GALCO for the purpose of verifying the accuracy of his K1 relating to the fiscal year ending August 31, 2001.

12. KLUGA TO RECOVER PERSONAL BELONGINGS

On or before January 3, 2000, Kluga shall be entitled to recover his personal belongings located at the office of GALCO, including without limitation the wall hangings which Kluga paid for personally.

13. RIGHT TO COMPETE

GALCO, GAFCO and Aaron acknowledge and agree that Kluga shall have the unlimited right to compete with each of them in the equipment leasing business or any other business, including without limitation the right to contact and solicit any person or entity with whom GALCO, GAFCO or Aaron have transacted any business. Kluga likewise acknowledges and agrees that GALCO, GAFCO and Aaron shall have the unlimited right to compete with Kluga in the equipment leasing business or any other business, including without limitation the right to contact and solicit any person or entity with whom Kluga transacted any business.

14. NON-DISPARAGEMENT

No party to this Agreement shall, after the date of this Agreement, make any false and disparaging statements or representations about any other party to this Agreement. However, notwithstanding anything to the contrary contained herein, in the event any party breaches this paragraph, such breach shall not relieve GALCO, GAFCO or Aaron of any of the financial obligations set forth herein, such obligations being independent covenants. The sole remedy for a breach of this paragraph shall be a suit for actual damages.

15. COBRA INSURANCE BENEFITS

None of the parties hereto shall interfere with Kluga's right to receive Cobra benefits. However, Kluga shall be responsible for the cost of obtaining such Cobra benefits.

16. AUTHORITY TO EXECUTE THIS AGREEMENT

The parties hereto each represent and warrant that no person other than themselves had or has any interest in the matters referred to herein, that each has the right and authority to execute this Agreement, and that none has sold, assigned, transferred, conveyed or otherwise previously disposed of any claim or demand relating to any matter covered by this Agreement.

17. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the parties hereto and supersedes any and all prior agreements, promises or inducements, no matter what form, concerning its subject matter. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless in writing and signed by the parties hereto.

18. ENFORCEMENT OF THIS AGREEMENT

Should any party or parties breach any of the terms of this Agreement, the non-breaching party or parties shall be entitled to seek enforcement of this Agreement in a court of law or equity and the prevailing party or parties, if any, shall be entitled to recover reasonable attorney's fees and the costs of pursuing an action to enforce the terms of this Agreement.

19. CHOICE OF LAW

This Agreement shall be enforced and interpreted according to the laws of the State of Illinois.

20. SEVERABILITY

The invalidation of any provision of this Agreement by any court of competent jurisdiction shall not affect the validity of the remaining portions of this Agreement.

IN WITNESS AND AGREEMENT HERETO, the parties undersigned have caused this Settlement Agreement and Release to be executed and effective as of the date set forth above.

Dale R. Kluga

Dale R. Kluga

Lawrence B. Aaron, individually

Lawrence B. Aaron

Great American Leasing Company, LLC

By: Great American Finance Company, Member

By: Lawrence B. Aaron

Title: PRES.

Great American Finance Company

By: Lawrence B. Aaron

Title: PRES.