

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

<b>In re:</b>  <b>WISEWEAR CORPORATION</b>  <b>Debtor</b>	§ § § § §	<b>Chapter 11</b>  <b>Case No. 18-50403</b>
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**DEBTOR'S MOTION TO AUTHORIZE THE SALE OF SECURED 3D PRINTER BY  
AUCTION ON MAY 23, 2018, PURSUANT TO 11 USC §363(f)2**

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**THIS PLEADING REQUESTS RELIEF THAT MAY BE ADVERSE TO YOUR INTERESTS. IF NO TIMELY RESPONSE IS FILED WITHIN TWENTY ONE (21) DAYS FROM THE DATE OF SERVICE, THE RELIEF REQUESTED HEREIN MAY BE GRANTED WITHOUT A HEARING BEING HELD. A TIMELY FILED RESPONSE IS NECESSARY FOR A HEARING TO BE HELD.**

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TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Wisewear Corporation (the “Debtor”) respectfully file this Motion to Authorize the Sale of Secured 3D Printer by Auction on May 23, 2018, Pursuant to 11 USC §363(f)2, and representing as follows:

**I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over this application under 28 U.S.C. §§ 157 and 1334. This is a core matter under 28 U.S.C. § 157(b)(2)(A).

2. Venue in this Court is proper under 28 U.S.C. §§ 1408 and 1409.

**II. BACKGROUND**

3. Debtor possesses a 3D Printer pursuant to a lease to own agreement with Stratasys, Inc..<sup>1</sup> Debtor owes Stratasys \$14,235 under the lease which matures in June 2018. The value of the printer is not believe to be more than \$14,235 and Debtor and Stratasys desire the printer be sold at auction pursuant to agreed terms.

4. The Court has authorized the Debtor to auction its personal property on May 23, 2018. [Dck No. 35] Debtor and Stratasys desire to have the 3D Printer sold at auction on May 23, 2018, along with Debtor's other personal property. The terms of auction for the 3D Printer will be the same as those for their other personal property except the following:

- a. The minimum sale price shall be \$4000.00. If the 3D Printer does not sell at auction, then the stay shall automatically lift for Stratasys to take possession of the printer. Stratasys shall remove the printer from Debtor's premises no later than May 30, 2018, and Debtor shall not be liable for the printer if it is not removed as of this date. Any costs resulting from failure of Stratasys to remove the printer shall be born by Stratasys.
- b. All sales proceeds from sale of the 3D Printer, excluding buyer's premium, up to \$14,235 shall be paid to Stratasys with any remaining sales funds (excluding the buyer's premium) transferred in accordance with the May 23, 2018, auction terms.
- c. If the 3D Printer sells for more than \$4000, but less than \$14,235, (excluding buyer's premium) then Stratasys may file a claim in the bankruptcy within 30 days of the sale and the claim shall be deemed timely.
- d. Debtor shall provide proof of the sale price within 3 days of the auction.

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<sup>1</sup> See Attached Lease Contract.

5. Debtor contends no other creditor or party in interest possesses a security interest in the 3D Printer. Debtor contends the sale will benefit the estate by obtaining the largest sale amount possible because of the interest create through the auction of the remaining personal property. The sale will either net a return to the estate or reduce the debt to the estate.

**RELIEF REQUESTED**

Debtor requests the Court authorize TRANZON to auction the 3D printer that is secured by the secured lease purchase agreement with Stratasys through the auction on May 23, 2018. While sale may not net a sufficient amount to pay Stratasys' debt, Stratasys has agreed to the sale pursuant to the terms herein and; therefore, the sale is appropriate under 11 USC §363(f)2.

WHEREFORE, Debtor hereby requests that it be authorized to sell the 3D printer that is secured by the lease purchase agreement with Stratasys, Inc. at the May 23, 2018, auction free and clear of all interests as requested herein and that the Debtor have such other and further relief as is just.

Dated: April 25, 2018

Respectfully Submitted,

By: /s/ Gerald Wilmink

Gerald Wilmink, Director, WiseWear, Inc.

THE SMEBERG LAW FIRM, PLLC

By: /s/ Ronald Smeberg

RONALD SMEBERG

Texas Bar No. 24033967

Email: ron@smeberg.com

2010 West Kings Highway

San Antonio, Texas 78201

(210) 695-6684 (Tel)

(210) 598-7357 (Fax)

ATTORNEY FOR DEBTOR

# **CERTIFICATE OF SERVICE**

I hereby certify that on April 25, 2018, true and correct copies of the foregoing motion were forwarded by U.S. first class mail, postage prepaid, on all parties listed on the attached Limited Service List.

/s/ Ronald J. Smeberg

RONALD J. SMEBERG

## **LIMITED SERVICE LIST**

### **DEBTOR**

WiseWear c/o Jerry  
Wilmerk  
17742 Maui Sands  
San Antonio, Texas 78255

Debra Innocenti  
INNOCENTI JONES  
110 E. Houston St.  
Eighth Floor  
San Antonio, TX 78205

Taylor Scogin  
Davidson, Freedle,  
Espenhover & Overby  
222 Sidney Baker St., #635  
Kerrville, TX 78028

Heritage Global Partners, Inc  
Hacienda Del Mar  
12625 High Bluff Dr Suite 305  
San Diego, CA 92130

Samar Shah  
Shah IP Law, PLLC  
110 E. Houston St.  
Seventh Floor  
San Antonio, TX 78205

### **GOVERNMENTAL ENTITIES**

U.S. Trustee  
P.O. Box 1539  
San Antonio, TX 78295-1539

U.S. Attorney  
Attn: Bkcy Division  
601 NW Loop 410, Suite 600  
San Antonio, Texas 78216

Internal Revenue Services  
Special Procedures Branch

300 E. 8<sup>th</sup> St. STOP 5026 AUS  
Austin, TX 78701

Don Stecker  
Linebarger Goggan Blair &  
Sampson

711 Navarro, Suite 300  
San Antonio, TX 78205

Texas Comptroller of  
Public Account  
Attn: Bankruptcy  
P.O. Box 149359  
Austin, TX 78714-9359

### **SECURED CREDITORS**

DeZavala BP LLC  
C/o Larry McColm  
PO Box 2145  
Rancho Santa Fe, CA  
92067-2145

Stratasys via Email At  
Kelly.Larson@stratasys.com  
Attn: John Folks  
7665 Commerce Way  
Eden Prairie, MN 55344

### **TWENTY LARGEST UNSECURED**

Franklin B. Floyd Sr  
2723 Dryden Rd  
Shaker Hts, OH 44122-2701

Ricky P. Ganim  
3320 Amherst St  
Houston, TX 77005-3334  
JF Southwest Heart Clinic  
Attn: Dr. Jianwei Feng  
9888 Bellaire Blvd

Houston, TX 77036-3430

Marcy L. Lim  
14515 Serrano Creek Ln  
Humble, TX 77396-3768

Michael R. Shaughnessy  
Living Trust  
Attn: Michael R.  
Shaughnessy  
37699 Cedar Rd  
Gates Mills, OH 44040-9804

Joseph Mulholland  
5900 Som Center Rd  
Solon, OH 44139-2350

Mutual Mobile, Inc.  
206 E 9th St  
Austin, TX 78701-4412

Aaron & Shelley Nichols  
2413 Blue Canoe Ct  
Seabrook, TX 77586-1735

Malladi S. Reddy  
2398 Baycrest Dr  
Houston, TX 77058-3702

Schoff Enterprises, LLC.  
ATTN: James Schoff  
9557 Hildreth Lane  
Fernandina Beach,  
FL 32034  
William Schoff  
3300 Enterprise Pkwy  
Beachwood, OH 44122-7200

James Strickland  
580 Bomar St  
Houston, TX 77006-1407

W Wear Investment, LLC  
Attn. Sheetal Patel  
Via Email At  
Skpmd77@gmail.com  
520 S Armenia Ave, Unit  
1239E  
Tampa, FL 33609-3552

FF Angel V. LLC  
One Letterman Dr. Bldg D, 5<sup>th</sup>  
Flr.  
San Francisco, CA 94129

George Lonjak  
11720 Edgewater Dr.  
Lakewood, OH 44107-1771

Moustafa Banna  
Via Email At  
moustafa.banna@gmail.com  
5913 N La Colina Drive  
Paradise Valley, AZ 85253

Onim Inv. LLC, Attn. John  
Mino  
824 Hardwood Ct.  
Gatesmills, OH 44040

Vinson & Elkins  
1001 Fannin St.  
Houston, Texas 77002

Wilson Sonsini Goodrich  
650 Page Mill Rd.  
Palo Alto, CA 94304

Zachariah J. Yurch  
3159 Vista Mar  
Carlsbad, CA 92009



**STRATASYS, INC.**

**3D PRINTER  
MASTER LEASE AGREEMENT**

Stratasys, Inc. (LESSOR)  
7665 Commerce Way  
Eden Prairie, MN 55344-2020  
Phone: (952) 937-3000 Fax (952)906-9745

MASTER LEASE AGREEMENT

Lease No. \_\_\_ TBD \_\_\_ Schedule No. \_\_\_ TBD \_\_\_

NAME AND ADDRESS OF EQUIPMENT SUPPLIER

☒ Stratasys, Inc.  
7665 Commerce Way  
Eden Prairie, MN 55344-2020  
☐ Objet, Inc.  
5 Fortune Drive  
Billerica, MA 01821  
☐

FULL LEGAL NAME AND ADDRESS OF LESSEE

WiseWear  
5828 Sebastian Place #102  
San Antonio, TX 78249

THIS AGREEMENT SHALL BE USED AS A MASTER LEASE AGREEMENT BETWEEN LESSOR AND LESSEE AND SHALL GOVERN ALL PAGES OF THIS AGREEMENT, ANY SCHEDULES, PURCHASE ORDERS OR OTHER INSTRUMENTS ("SCHEDULES") NOW OR HEREAFTER SIGNED BY LESSOR AND LESSEE WHICH REFER TO THIS MASTER LEASE AGREEMENT. TO THE EXTENT OF ANY CONFLICT BETWEEN THE REPRESENTATIONS, COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT AND A SCHEDULE, THIS AGREEMENT SHALL GOVERN.

LESSOR : STRATASYS, INC.	LESSEE:
SIGNATURE: <i>Shal Terem</i> resident Finance & Operations	WiseWear
PRINTED NAME:	SIGNATURE: <i>[Signature]</i>
TITLE: JUN 5 2015	PRINTED NAME: <i>Brian Anderson</i>
DATE:	TITLE: <i>Chief Financial Officer</i>
	DATE: <i>6/01/2015</i>

QTY	EQUIPMENT AND DESCRIPTION	
1	Objet 30 Pro V3.0 Desktop 3D printer with Water Jet System	INITIAL LEASE TERM 36 MONTHS. 36( ) <input checked="" type="checkbox"/> MONTHLY <input type="checkbox"/> ANNUAL RENTAL PAYMENTS OF \$ 1,186.25. LESSEE'S PREPAYMENT: <input type="checkbox"/> \$1,500.00 — PER SYSTEM APPLIED TO ADMINISTRATION, HANDLING AND FREIGHT.
EQUIPMENT LOCATION OR COMMENTS (if different than above) <i>Address provided for QA promotion</i>		

TERMS AND CONDITIONS

1. **LEASE OF EQUIPMENT.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Equipment described above or on any schedule made a part hereof, together with all replacements, upgrades, replaceable parts, repairs, additions, substitutions and accessories (collectively referred to, hereinafter as "Equipment"). The parties intend the Lease to be a Finance Lease under Article 2A of the Uniform Commercial Code. This lease is non-cancelable. Lessor is hereby authorized to insert any missing terms regarding the Equipment description.
2. **TERM AND RENT.** The initial term of this lease shall commence on the "Commencement Date". The "Commencement Date" means, as to the Equipment designated on any Equipment schedule, is deemed to be the Shipping Date from Stratasys, Inc. for such equipment. The initial term of this Lease shall commence and the first rental payment shall be due 30 days subsequent the Ship Date, and rental payments shall be paid on such day of each successive periods thereafter until all sums due under this Lease are fully paid. Lessee's obligation to pay Lease payments and all other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever. If any rental shall be unpaid for more than ten (10) days after the due date thereof, Lessee will pay on demand, as an additional late service and/or overhead charge, but not as interest, on amounts not paid when due, the greater of ten dollars (\$10.00) or an amount equal to five percent (5%) of any such unpaid amount plus interest on all monies due Lessor from and after the date same is due at the rate of one and one-half percent (1-1/2%) per month until paid but in no event more than the maximum rate permitted by law. Advance payments shall be due when this Lease is executed and shall not be refundable if the lease term does not commence for any reason or if the Lease is terminated by the Lessor because of Lessee's default hereunder. Any Security Deposit shall secure all obligations of the Lessee hereunder and may be applied in Lessor's discretion to any past due obligation of Lessee and to the extent not applied to the extent not applied shall be returned to Lessee, without interest, at the expiration of the Lease.
3. **TITLE: PERSONAL PROPERTY.** Lessor is the sole owner of the Equipment. Lessee shall affix to the Equipment any labels supplied by Lessor evidencing Lessor's ownership. To protect Lessor's rights in the Equipment in the event this Lease is determined to be a Security

Agreement, Lessee hereby grants to Lessor a security interest in the Equipment. Lessee hereby authorizes Lessor, at Lessee's expense, to cause this Lease, or any statement or other instrument in respect of this Lease showing the interest of Lessor in the Equipment, including Uniform Commercial Code financing statements, to be filed or recorded. Lessee agrees to execute and deliver any statement or instrument requested by Lessor for such purpose, and agrees to pay or reimburse Lessor for any searches, filings, recordings, stamp fees or taxes related to the filing or recording of any such instrument or statement. Lessee shall at its expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the equipment free from any legal process, lien or encumbrance and shall give Lessor immediate written notice of any claim as to the foregoing and shall indemnify Lessor from any loss caused thereby. Lessee shall, upon Lessor's request, execute or obtain from third parties and deliver to Lessor such estoppel certificates, landlord's waivers and such further instruments and assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder. The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be or hereafter become, in any matter, affixed or attached to real property.

4. **MAINTENANCE USE AND LOCATION.** Lessee shall, at its own cost and expense, maintain the Equipment in good operating condition and repair other than normal wear and tear; shall use the Equipment in the regular course of its business and at the location stated herein, within its normal operating capacity and shall comply with all laws, ordinances, regulations, requirements (from the manufacturer or otherwise) and rules with the respect to the maintenance and operation of the Equipment; shall not move the Equipment or make any modifications, alterations or additions to the Equipment without the prior written consent of Lessor; shall not so affix the Equipment to realty as to change its nature to real property or a mixture. If Lessor incurs any expenses to bring the Equipment up to good working order and appearance, Lessee shall immediately reimburse Lessor for all such costs and expenses.
5. **RISK OF LOSS.** Lessee shall bear all risks of loss or damage to Equipment from any cause from date of shipment to Lessee. The occurrence of any such loss or damage shall not relieve Lessee of any obligation hereunder. Lessee shall immediately notify Lessor of any damage to or destruction of the Equipment. In the event of loss or damage, Lessee, at Lessor's sole option, shall (a) repair the damaged Equipment (b) replace lost or unrepairable damaged Equipment with substantially identical Equipment in good condition and working order with documentation creating clear title thereto in Lessor; or (c) pay to Lessor the present value of (i) all unpaid rental payments for the balance of the term this lease plus (ii) Lessor's anticipated residual recovery from the Equipment at the scheduled expiration of this lease, all discounted to the date of payment at four percent (4%) per annum.
6. **INSURANCE.** Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever during the term of this Lease for not less than the full replacement value thereof, and shall carry public liability and property damage insurance covering the Equipment and its use in amounts customary for such Equipment and with companies acceptable to Lessor and name Lessor and any assignee of Lessor as loss payee, as their interests may appear with respect to property damage coverage and as additional insured with respect to public liability coverage. Lessee shall pay the premiums therefore and deliver said policies or certificates of coverage therefore to Lessor; the insurance shall provide Lessor a right to thirty (30) days written notice before the policy can be altered or canceled and the right, without obligation, to pay the premiums. Should Lessee fail to provide such insurance coverage, Lessor may obtain such coverage and charge Lessee therefor. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts for loss or damage under any said insurance policies.
7. **TAXES AND CHARGES.** This Lease is intended to be a net lease, and all payments not to Lessor to the extent permitted by applicable law. Lessee shall pay directly (or, at Lessor's option, reimburse Lessor for) all license fees, assessments and other government charges, and all sales, personal property, use, excise, franchise, and any other similar taxes (collectively, "Charges") now or hereafter imposed, levied or assessed by any state, federal or local government or agency upon any of the Equipment or upon the leasing, purchase, ownership, use, possession, financing or operation thereof, or upon the receipt of rental payments therefore, even if Lessee's status provides for its exemption from the Charges (excluding income and gross receipt taxes on the rent payments, except any such tax which is a substitution for, or relieves Lessee from, the payment of taxes which Lessee would otherwise be obligated to pay or reimburse Lessor as herein provided) before the same shall become in default or subject to the payment of any penalty or interest. Lessee shall supply Lessor with receipts or other evidence of payment of all Charges as may reasonably be requested by Lessor. Lessee shall further comply with all state and local laws requiring the filing of ad valorem or other tax returns relating to any Charges. Lessee shall notify the Lessor of the imposition of, or, to Lessee's knowledge, the proposed imposition of, any Charges by supplying to Lessor (within five (5) days after receipt thereof by Lessee) a copy of the invoice or other documents respecting such charges.
8. **DEFAULT AND REMEDIES.** If any one of the following events of default shall occur (a) Lessee fails to pay any rent or any other payment hereunder when due; or (b) Lessee fails to pay within five (5) days when due, any sums due to Lessor arising independently of this Lease; or (c) Lessee fails to perform any covenants herein after ten (10) days written notice; or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors; or (e) a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets is appointed with or without the application or consent of Lessee or a petition is filed by or against Lessee under the Bankruptcy code or under any other insolvency laws, providing for the relief of debtors; or (f) any representation or statement made or furnished by Lessee to Lessor was false or misleading in any material respect when made or furnished, Lessor may, to the extent permitted by applicable law, exercise any one or more of the following remedies:
  - (i) Declare the entire unpaid balance of rental payments for the unexpired term of the Lease or any schedule thereto immediately due and payable and to similarly accelerate the balances due under any other leases between Lessor and Lessee and recover the present value of all unpaid rents for the balance of the term of this Lease, and interest on all monies due Lessor from and after the date the same is due at the rate of one and one-half percent (1-1/2%) per month until paid but in no event more than the maximum rate permitted by law, all discounted to the date of payment at four percent (4%) per annum; (ii) Require Lessee to return all Equipment at Lessee's expense, to a place designated by Lessor and to recover possession of all items of Equipment, without demand or notice, wherever same may be located, without any court order or per-taking hearing. Lessee hereby waives any and all damages occasioned by such retaking. Lessor may, at its option, use, ship, store, repair or lease all Equipment so recovered and sell or otherwise dispose of any such Equipment at a private or public sale or resell the Equipment at Lessee's premises at reasonable business hours without being required to remove the Equipment. In the event Lessor disposes of the Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale or rental of the Equipment after deduction of the expenses of the sale or rental. If notice of such sale or lease is required by law, Lessee agrees that 10 days notice by mail to the last address provided by Lessee to Lessor shall be commercially reasonable notice.
  - Lessee shall also be liable and shall pay to Lessor all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies including all commercially reasonable costs and expenses incurred by Lessor in any repossession, recovery, storage, repair, shipment, sale, re-lease, or other disposition of the Equipment including reasonable attorney's fees and costs incurred in connection therewith or otherwise resulting or arising from Lessee's default. All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Upon default by Lessee hereunder, Lessee authorizes and empowers the Clerk of Court or any attorney of any court of record to appear for Lessee and enter a judgment by confession in any court of competent jurisdiction favor of Lessor or its assignee for possession of the Equipment and/or for such sums due hereunder, together with Lessor's reasonable attorney's fees and other



- collection costs. Lessee further acknowledges and agrees that in the event of default noted above will also terminate and void Lessee's license to operate and use the Equipment and software.
9. **ASSIGNMENT; WAIVER OF DEFENSES; QUIET ENJOYMENT.** Lessor may, without consent, assign or transfer this Lease or grant a security interest in any Equipment, any rentals, or any other sums due or to become due hereunder, and in such event Lessor's assignee shall have all the rights, powers and remedies of Lessor hereunder. Lessee agrees that no assignee of Lessor shall be bound to perform any duty, covenant, condition or warranty attributable to Lessor and Lessee further agrees not to raise any claim or defense arising out of this Lease or otherwise which it may have against Lessor as a defense, counterclaim, or offset to any action by an assignee or secured party hereunder. Upon Lessor's request, Lessee will acknowledge to any assignee receipt of Lessor's notice of assignment. Nothing contained herein is intended to relieve Lessor of any of its obligations. Provided Lessee is not in default hereunder Lessee shall quietly use and enjoy the Equipment, subject to the terms hereof. Lessee shall not assign this lease or any interest hereunder nor enter into any sublease with respect to the equipment without Lessor's prior written consent, which may be granted or withheld in Lessor's sole discretion.
10. **PERFORMANCE BY LESSOR OR LESSOR'S OBLIGATIONS.** In the event Lessee fails to comply with any provisions of this Lease, Lessor shall have the right, but shall not be obligated, to act on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by Lessor in effecting such compliance shall be deemed to be additional rent, and shall be paid by Lessee to Lessor at the time of the next rent payment, together with interest at the rate of one and one-half percent (1-1/2%) per month but in no event more than the maximum permitted by law.
11. **GOVERNING LAW; JURISDICTION AND VENUE OF TRIAL BY JURY. THIS LEASE SHALL BE BINDING WHEN EXECUTED BY LESSOR AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS. LESSEE CONSENTS TO THE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS OF THE STATE OF MINNESOTA WITH RESPECT TO ANY ACTION ARISING OUT OF THIS LEASE OR THE EQUIPMENT PROVIDED, HOWEVER, LESSOR, OR ITS ASSIGNS, IN ITS SOLE DISCRETION, MAY ENFORCE THIS LEASE IN ANY COURT HAVING LAWFUL JURISDICTION THEREOF. LESSEE AGREES THAT SERVICE OF PROCESS IN ANY SUCH SUIT MAY BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE LESSEE AT THE ADDRESS SET FORTH HEREIN, TO THE EXTENT PERMITTED BY LAW. LESSEE WAIVES TRIAL BY JURY IN ANY ACTION BY OR AGAINST LESSOR HEREUNDER AND ANY AND ALL RIGHTS AND REMEDIES GRANTED LESSEE BY SECTION 2A-503 AND SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE.**
12. **PREAUTHORIZED DEBIT PAYMENTS.** Lessee may enter into an Agreement For Preauthorized Debit Payments ("Agreement") authorizing Lessor to debit, on or after the due dates, all rent payments and any other obligations due under the Lease by preauthorized debit to an account approved by Lessor in an FDIC-insured state or national bank located in the continental United States.
13. **GENERAL.** This lease shall inure to the benefit of and is binding upon the heirs, personal representatives, successors and assigns of the parties hereto. Time is of the essence of this Lease. This Lease contains the entire arrangement between the Lessor and Lessee, and no modification of this Lease shall be effective unless in writing and executed by Lessor. All covenants and obligations of Lessee to be performed pursuant to this Lease, including all payments to be made by Lessee hereunder, shall survive the expiration or earlier termination of this Lease. If more than one Lessee is named in this Lease, the liability of each shall be joint and several. In the event any provision of this Lease shall be unenforceable, then such provision shall be deemed deleted, however, all other provisions hereof shall remain in full force and effect. All notices under this Lease shall be deemed given when delivered personally or when sent by certified mail to the party intended at its address set forth herein, or at such other addresses said party may provide in writing from time to time. Facsimile copies of signatures of each Lessee shall be effective to bind each Lessee as if they were original signatures for purposes hereof.
14. **DISCLAIMER OF WARRANTIES AND CLAIMS.**  
**Warranty and Remedies Limited Per Separate Warranty Contract.**  
The Lessor has manufactured the equipment. Lessor's warranties, and the limitations regarding such warranties, including limitation of remedy, shall be limited to those warranties set forth in the separate warranty statement, a copy of which Lessee acknowledged it has received and reviewed. **Indemnity.** Lessee shall indemnify and hold Lessor harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (including negligence, tort and strict liability) and attorneys fees arising out of, connected with, or resulting from Lessee's use of the Equipment, including, without limitation, the delivery, possession, use, lease, operation or return of the Equipment. This Indemnity Agreement shall survive termination or expiration of the Lease.
15. **PURCHASE OPTION.** Lessee has no right to purchase the Equipment from Lessor at the expiration of the lease term unless such option and the terms and conditions of same are set forth on a separate Purchase Option Addendum executed by Lessor and Lessee.

## Insurance Information Request to Fax Insurance Certificate

**Lessor:** Attn: Leasing  
Stratasys, Inc.  
7665 Commerce Way  
Eden Prairie, MN 55344  
PH (952) 937-3000  
FX (952) 906-9745  
Website: Stratasys.com

**Lessee:** Contact Jason Beens  
Company WiseWear  
Address 5828 Sebastian Place #102  
City, St, Zip San Antonio, TX 78249  
Phone # 210-690-3500  
Fax #

Regarding Lessee entering into a Lease Agreement with Stratasys, Inc. for:

Equipment Description: Objet 30 Pro V3.0 Desktop 3D printer with Water Jet System  
Equipment Sale Price: \$ 37,100.00

1. Lessee to complete below agent/broker information
2. Return the original signed form with the lease documents
3. **Forward a copy of this form to Lessee's Insurance Agent/Broker** to complete and fax a Certificate of Insurance to Stratasys Inc **within 30 days of receipt of the equipment.** Provide following information on certificate:
  - Listing of Equipment Description covered (for itemized listing)
  - Stratasys, Inc listed as Additional Insured for the Liability coverage of the policy
  - Stratasys, Inc listed as Loss Payable for the Physical Damage coverage of the above listed equipment at the sale price
  - Certificate of Insurance to include:
    - Insured Name and Address
    - Effective Date
    - Expiration Date
    - Policy Auto Renew?
    - Name of Liability Coverage Company
    - Policy # and Liability Coverage Limit
    - Name of Physical Damage Coverage Company
    - Policy # and Loss Payable for leased Equipment in above amount

**Please complete your Agent/Broker contact information for our records:**

Name of Insurance Agency *Chubb Group of Insurance Companies*

Address of Insurance Agency *15 Mountain View Road*

City, St, Zip *Warren, NJ 07059*

Agency Phone # *(512) 473-4520*

Agency Fax #

Name of Agent *Carol Alley*

Lessee will ensure coverage pursuant to the above requirements and the Master Lease Agreement (Section 6, Insurance). Coverage will begin at delivery of equipment and run until the end of the lease term or until lease is paid in full.

Signature: *Brian Anderson*  
Print Name: *Brian Anderson*  
Title: *CFO*

Date: *6/1/2015*

Stratasys Inc. (LESSOR)  
7665 Commerce Way  
Eden Prairie, MN 55344-2020  
Phone: (952) 937-3000 Fax: (952) 906-9745

**PURCHASE OPTION ADDENDUM**  
TO MASTER LEASE NO. TBD SCHEDULE NO. TBD

NAME AND ADDRESS OF EQUIPMENT SUPPLIER

☒ Stratasys, Inc.  
7665 Commerce Way  
Eden Prairie, MN 55344-2020  
☐ Objet, Inc.  
5 Fortune Drive  
Billerica, MA 01821  
☐

FULL LEGAL NAME AND ADDRESS OF LESSEE

WiseWear  
5828 Sebastian Place #102  
San Antonio, TX 78249

Lease No. \_\_\_\_\_ Schedule No. \_\_\_\_\_

This Purchase Option Addendum relates only to the Equipment identified in the Master Lease Agreement and the Schedule identified above.

1. **Option to Purchase.** Provided that the Lessee is not in default under the terms of the Master Lease Agreement, the Schedule or any other Schedule under the Master Lease Agreement, then at the end of the Initial Lease Term (as defined in the Master Lease Agreement and/or Schedule), Lessee shall have the option to purchase the Equipment on the terms and conditions set forth herein.

2. **Price.** The option price shall be \$1.00.

3. **Transfer of Title – Limitation of Warranties.** Upon expiration of the Master Lease Agreement, Lessor shall execute the Purchase Agreement. Title to the Equipment shall be deemed transferred to Lessee at its then location, conditional upon the complete fulfillment of the terms and conditions outlined in the Master Lease Agreement. Lessor hereby warrants that at the time of transfer, the Equipment will be free of all security interests and other liens created by or arising through Lessor. **LESSOR MAKES NO OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF THE USE OR THE INABILITY TO USE THE EQUIPMENT.**

4. **Sales or Use Tax.** Lessee agrees to pay any sales or use tax arising on account of Lessee's purchase of the Equipment.

5. **Miscellaneous.** This Addendum is entered into, and delivered under and subject to the Master Lease Agreement, and any inconsistency or conflict between this Addendum and the Master Lease Agreement will be governed and controlled by the Master Lease Agreement.

6. **Choice of Law.** This Agreement shall be interpreted and enforced pursuant to the laws of the State of Minnesota, without giving effect to such state's choice of law provisions.

LESSOR: STRATASYS, INC.		LESSEE:	
SIGNATURE: <i>Shai Terem</i>		WiseWear	
PRINTED NAME: <i>Vice President Finance &amp; Operations</i>		SIGNATURE: <i>Brian Anderson</i>	
TITLE: <i>JUN 5 2015</i>		PRINTED NAME: <i>Brian Anderson</i>	
DATE: <i>JUN 5 2015</i>		TITLE: <i>Chief Financial Officer</i>	
009773/921594/242347_1		DATE: <i>6/1/2015</i>	



Holly Coulter <hcoulter@wisewear.com>

**Stratasys Lease in Default - Immediate Attention Required**

1 message

Kelly Larson <Kelly.Larson@stratasys.com>  
To: "hcoulter@wisewear.com" <hcoulter@wisewear.com>

Thu, Dec 28, 2017 at 2:54 PM

**stratasys**

THE 3D PRINTING SOLUTIONS COMPANY

Thursday, December 28, 2017  
VIA EMAIL AND FEDERAL EXPRESS

WiseWear Account # 74265  
5828 Sebastian PI Ste 102  
San Antonio, TX 78249-2229

Stratasys Inc.  
7665 Commerce Way,  
Eden Prairie MN  
55344  
1-800-801-6491

Attention: **Accounts Payable**

RE: Stratasys, Inc. Total Due Fourteen Thousand Two Hundred Thirty Five Dollars (\$14,235), exclusive of interest, attorney's fees and costs Contract Number US30394

Dear **Accounts Payable**:

WiseWear has entered into a Master Lease Agreement (MLA) with Stratasys and agreed to make payments in the amount of \$1,186.25 per month until the end of the contract term.

As of today's date, WiseWear has failed to make the required monthly payments as scheduled in the MLA. Per the signed MLA under "Terms and Conditions" item 2 "...Lessee's obligation to pay lease payments and all other obligations hereunder shall be absolute and unconditional and are not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever. If any rental shall be unpaid for more than ten (10) days after the due date thereof, lessee will pay on demand..."

Due to the failure of WiseWear to uphold the terms and conditions of the signed MLA; **Stratasys is demanding payment to bring the account current for both lease and non-lease balances in the amount of \$7,117.50.** The actual contract value may be

demanded in full in the event of non-compliance to this demand for payment for the past due and current balances, as outlined below:

- OBJET30 PRO V3.0 DESKTOP 3D PRINTER Serial Number Lease 23410196
- Start Date: 7/1/2015 End Date: 6/30/2018
- Full Lease Balance Owed \$14,235
  - Unbilled Lease Amount \$7,117.50
  - Past Due Lease Installments/Invoice Balance \$7,117.50

Stratasys' claim against WiseWear will continue to grow, as interest continues to accrue, and as additional funds are expended to collect this past due debt, per additional fees outlined in the Terms and Conditions item 2 of the signed Master Lease Agreement. Stratasys will continue to hold the UCC Lean against the leased property, until such time as payment in full has been received.

While Stratasys is interested in resolving this matter quickly and efficiently, your company can mitigate and reduce its future liability in this matter by agreeing to make payment in full by wire or money order for the past due amount of \$7117.50. Contact Kelly Larson at 1-800-801-6491ex 3 opt 2 on or before 1/4/18 or Stratasys intends to pursue all available collection and other remedies against WiseWear, and any and all future claims will include additional sums for the cost of its collection efforts. If you are unable to fulfill your payment obligation and find the financial need to return the leased property, contact Kelly Larson, to make arrangements for a voluntary repossession of the unit. Repossession will not constitute full discharge of the amounts owed, but may offset a portion. Details will be provided if return discussion are required. Stratasys also reserves and preserves all rights and remedies under its Terms and Conditions of Sale which govern all sales to WiseWear, as well as those otherwise available under applicable law.

Send Payments to the below address or for credit card payment call 1-800-801-64910 ex 3 op 1

Payment by Check:	USD Payment by Wire:	USD Payment by ACH:
Stratasys, Inc	JP Morgan Chase Bank	JP Morgan Chase Bank
28043 Network Place	Routing: 021000021	Routing: 124001545
Chicago, IL	Acct: 601551695	Acct: 601551695
60673-1280	USD Swift Code: CHASUS33	

Very truly yours,

Kelly Larson | Sr. Collections Specialist | Stratasys 1-800-801-6491 ex 3 option 2

cc: Legal Affairs | Stratasys

Enclosures Master Lease Agreement,