

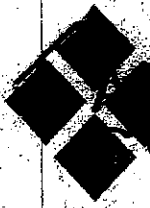
# **POSSIBLE ORIGINAL** **SALE QUOTES**

All ages listed in brochure, catalog, here and otherwise are approximate.

These quotes from the OEM with pricing were found at the auction site. The auctioneers make no guarantee as to the accuracy of these documents.

The Auctioneer makes no warranty or guarantee, expressed or implied, as to the accuracy of the information herein contained.

It is for this reason that buyers should avail themselves of the opportunity to make inspection prior to the sale. Information given is intended to provide general information of the equipment being offered and is subject to errors, omissions, additions or deletions.



**ADVANCEAPEX  
COMPANIES**

**Headquarters**  
2375 Harrisburg Pike  
Grove City, OH 43123  
**ISO 9001:2015  
Certified**

**Purchase Order  
K17-Tongtai-2**

Date 10/18/2017

Terms 30% down, 30% after delivery and  
installation, balance 30 days after

F.O.B. Advance Apex, Inc.

Ship Via

\*Please reference purchase order number with all shipments.

To: **Absolute Machine Tools**  
7420 Industrial Parkway  
Lorain, OH 44053

Attn: Jeffrey Sturtevant  
Phone: (513) 701-5550  
Fax: (440) 960-6918

Bill To: Advance Apex, Inc.  
2375 Harrisburg Pike  
Grove City, OH 43123

Ship To: **Advance CNC Machining**  
2375 Harrisburg Pike  
Grove City, Ohio 43123

PLEASE ENTER OUR ORDER FOR THE FOLLOWING, SUBJECT TO ALL INSTRUCTIONS & CONDITIONS AS SHOWN BELOW:

Qty	Unit	Rev	Part Number - Description	Price Each	Total
1			Tongtai SH-4000P with Fanuc OiM-F Control Serial #TT040297. Includes 2nd Year Warranty	\$184,900.00	\$184,900.00
1			BK Micro broken tool detection in tool magazine - installed	\$3,700.00	\$3,700.00
1			Renishaw OMP-60 2-D probe installed with 2 days training	\$11,000.00	\$11,000.00
1			Data server with 1GB built-in ATA card and Fast Ethernet connection	\$4,000.00	\$4,000.00
1			AICC-II High Speed Machining Mode with 200 block look ahead	\$2,500.00	\$2,500.00
1			2 Megabyte RAM program memory	\$2,000.00	\$2,000.00

*QUOTATION*

# SH-4000P

Horizontal Machining Center

Built By Tongtai – Former OEM Machine Manufacturer for Hitachi Seiki



**PROPOSAL FOR:**

Kyle Dunaway

**Advance CNC Machining**

Grove City, Ohio

**PROPOSAL BY:**

Jeffery Sturtevant

**Absolute Machine Tools**

Mason Technical Center

10-24-2017

Proposal Number: 171009-001-R1

# TONGTAI

## SH-4000P Horizontal Machining Center

### Description

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The Tongtai SH-4000P horizontal machining center is the latest generation, low cost, state-of-the-art high speed machining center. This machine will exceed the demands of any manufacturer with high volume machining needs. The compact size consumes very little valuable floor space while the blazing speed will deliver more parts per hour than competitive machines costing thousands more. At only 69" wide, floor space is minimized.

The machine is a XY traveling column type design where the pallet moves in Z. The APC unit, located in front of the machine, provides easy access and slashes idle time. The APC is a rotary type pallet changer and it exchanges the pallets in only **5.9 seconds**. For pallet rotation in the machining envelope, a full contouring "B" axis precisely indexes the pallet every .001 degree and a hydraulic clamping mechanism is used to clamp the pallet in place for excellent repeatability. The B axis is high speed, with **90 degree index time of 0.5 seconds**.

The SH-4000P features a ultra rigid Meehanite cast iron frame with an advanced **3 point leveling** system. The **eco-friendly LHL / LubeUSA grease lubrication system is standard for ways and ballscrews – no coolant contamination and no waste oil**. The 40mm (1.57") diameter ballscrews are class 3 with a double nut pre-loaded and pre-tensioned design allowing a blazing rapid traverse rate of **2362 inches per minute**. Furthermore, high speed acceleration drastically reduces non-cut time (**X,Y,Z acc/dec of 1.0G**). The ABS (Absolute Pulse Coder) servo system does not require zero return. The machine can be started anytime from any position, saving non-productive time. A standard rear discharge chip removal system includes a center trough design with high volume chip wash for efficient chip removal. **A combination dual level caterpillar type conveyor with fines separator is standard and is suitable for virtually any types of chips / material.**

At the heart of the machine is our high power integral spindle with 15,000 RPM and spindle acceleration from **0-7000 in just 0.48 seconds and 0-15000 in only 1.9 seconds**. Deceleration from 12000 RPM to stop is only .8 seconds. Our powerful spindle, which switches windings on the fly, produces 50HP peak (10 min. rating), 35 HP in high and 25HP in low while producing **184 ft./lbs. of peak torque at only 980 RPM**. To enhance milling capabilities, a **Big Plus** dual contact spindle is standard. Air/oil mist is used for spindle bearing lubrication to increase spindle life.

The standard 60 station automatic tool changer provides ultra fast tool selection. Tool change time is only **1.4 seconds** tool to tool due to the use of the patented **Sankyo RollerDrive™ gearbox** for the arm mechanism. Average chip to chip time is only **2.6 seconds**. The ATC system is a random style system.

The Fanuc OiM-F conversational control is standard to provide you with reliable state-of-the-art controllers and the latest in servo and spindle technology. The OiM-F is capable of handling the most demanding high speed machining

applications and is available with a full complement of high speed machining options for mold detail and electrode machining.

## MACHINE SPECIFICATIONS

### Travels

Longitudinal Travel (X) Axis	20"
Cross Travel (Y) Axis	20"
Vertical Travel (Z) Axis	20"
Spindle Center to Table Top	3.15" min/23.2" max
Spindle Nose to Table Center	2.75" min/22.8" max
Table Height from Floor	43.3"

### Pallet

Pallet Working Surface	15.7" x 15.7"
Maximum Workload on Pallet	880 LBS
Table Surface	Qty 25 – M16 holes
Maximum Workpiece Size (dia. / height)	21.65" x 31.5"
B Axis Contour Positioning (full 4 <sup>th</sup> axis)	.001 degree

### Spindle

Spindle Motor	50 HP / 35HP 30 min./ 25HP cont. (built-in)
Spindle Taper	Big Plus CAT-40 / BT-40 / HSK-63A
Spindle Drive System	Integral Motor
Spindle Speed	0-15000 RPM
Spindle Torque	184 ft./lbs. @ 980 RPM
Spindle Bearings	Hybrid Ceramic with air / oil mist lubrication

### Automatic Tool Changer (Standard)

Number of Tools	60 tools
Tool Selection	Random
Tool Change Time	1.4 sec tool to tool
Chip to Chip Time	2.6 sec chip to chip average
Maximum Tool Diameter	3.15" with adjacent tools / 6.6" w/o
Maximum Tool Weight	26.4 LBS
Maximum Tool Length	11.8"

### APC Unit

Type	Rotary (0-180 degrees)
Change Time	5.9 seconds
Rotation Method	Servo Motor
Pallet Clamping Method	Ball Lock cones - 37,400 lbs clamp force

### Ballscrews and Axis Motors

X-Y-Z Ballscrew Diameter	40mm (1.57") x 16mm pitch
Ballscrew Type	Class 3 double nut pre-loaded
Ballscrew Mounting Type	Pre-Tensioned / double anchored
X-Y-Z-B Servo Motor HP	5.2 - 9.0 - 5.2 – 2.1 HP
Servo Motor Mounting	Direct coupled

### Feeds

Rapid Traverse Rate X,Y,Z	2362 IPM
XYZ acceleration	1G
Cutting Feed Rate	0.01 - 787 IPM
Positioning Accuracy	+/- .0002" full stroke
Repeatability	+/- .0001"

# MACHINE SPECIFICATIONS (CONTINUED)

## General

Coolant Tank Capacity	120 gallons
Machine Weight	23,000 LBS
Floor Space	209" x 69" x 107"
Machine Power Source	208/220 Volts, 3 Phase 150 Amps**
**Consult AMT or your local distributor for exact power requirements when ordering**	
Air Source	90 PSI

## Standard Machine Accessories

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### Full 4<sup>th</sup> axis contouring (B axis)

400 PSI coolant through the spindle system

Air Blast for Spindle

### LHL / Lube USA Auto Grease Lubrication System

Full Machine Enclosure

Halogen Work Lamp

Chip conveyor (Combination type dual level with fines separator)

Coolant shower system, chip wash system, and coolant wash down gun

Remote Manual Pulse Generator

Spindle cooling system

Rigid Tapping

Air conditioner for electrical cabinet

# STANDARD CONTROL SPECIFICATIONS

## Fanuc OIM-F Conversational Control

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10.4" color LCD screen	Scaling
Color graphics	Coordinate system rotation
Fanuc Manual Guide I conversational programming	Mirror image
	Threading, synchronous
	Custom Macro B
Alpha i AC digital servo system with 1,000,000 pulse encoders	High speed skip signal
	Unexpected Disturbance torque detection
Full MDI keyboard	Programmable data input (G10)
PCMCIA data card slot on left side of LCD for program input / output – up to 2GB storage	Direct drawing dimension programming
	Work piece coordinate system (G52 – G59)
	Addition of workpiece coordinate system 48 pairs (G54.1 – G54.48)
Ethernet Function (embedded ethernet – service only)	
512K (1280 Meters) part program RAM storage	400 Tool offsets
400 registerable programs	Tool life management
Advanced Preview Control (Look ahead of multi-blocks – 20 blocks look ahead)	Extended tool life management
	Automatic tool length measurement
Automatic Acceleration / deceleration with Bell Shaped rapid acc / dec	Backlash compensation
	Machine lock
	M,S,T function lock
	Dry Run
	Single block
4 controllable axes (5 <sup>th</sup> axis option)	Rapid Traverse Override
3 axes simultaneous control std. (4 axis opt.)	Spindle orientation
Manual feedrate override (0-200%)	Rigid tapping
Spindle speed override (50-200%)	Clock function
Optional block skip	Alarm history display
Decimal point input	Operation history display
Helical interpolation	Run, hour and parts count display
Cylindrical interpolation	RS232-C
Canned cycles for drilling	Program restart
Automatic corner override	Background editing

# PRICING

## Pricing

**SH-4000P with Fanuc OiM-F Control** ..... **\$184,900.00**  
 Includes 2<sup>nd</sup> Year Warranty

### Selected Options:

BK Micro broken tool detection in tool magazine – installed	\$ 3,700.00
Renishaw OMP-60 2-D part probe installed with 2 days training	\$ 11,000.00
Data Server with 1GB built-in ATA card and Fast Ethernet connection	\$ 4,000.00
AICC-II high speed machining mode with 200 block look ahead	\$ 2,500.00
2 Megabyte RAM program memory	<u>\$ 2,000.00</u>
	<b>\$208,100.00</b>

With Trade: (1) Ecoca MT415/2000 & (1) Ecoca MT415/3000 w/Steady Rests  
 Balance Due after Trade In: \$113,700.00

FOB Advance CNC Machining  
 Rigging provided by Advance CNC Machining

### Options (Factory Order Pricing)

Upgrade to 1000 PSI CTS instead of 400 PSI.....	\$5,000.00
Unist Uni-Max cool lubricator for near dry machining – installed.....	\$1,595.00
Auto Tool Presetter .....	\$7,000.00
<del>BK Micro broken tool detection in tool magazine – installed.....</del>	<del>\$6,500.00</del>
Marposs VOP optical wireless 3-D part probe installed with training .....	\$9,900.00
Marposs WRP radio wireless 3-D part probe installed with training .....	\$11,500.00
Marposs ML75P laser tool setter installed with training.....	\$11,500.00
<del>Renishaw OMP-60 2-D part probe installed with 2 days training .....</del>	<del>\$11,000.00</del>
Renishaw MP-700 3-D part probe installed with 2 days training .....	\$13,000.00
Renishaw RMP-600 3-D radio part probe installed with 2 days training .....	\$14,500.00
440 / 460 / 480 Volt operation.....	\$2,500.00
Automatic power off .....	\$750.00
Additional 8 sets of M codes for fixture interfacing.....	\$1,200.00
HSK-63A spindle (HSK taper instead of #40 taper).....	\$5,500.00
18,000 RPM, 40 HP integral spindle with HSK-63A tool system.....	\$35,000.00
3 axis linear scales for XYZ.....	\$15,000.00
Overhead hydraulic fixture ready with flex arms, 3000 PSI .....	\$18,500.00
Through pallet hydraulic fixture ready, 3000 PSI .....	\$26,500.00
Additional 400mm pallets .....	\$3,000.00 each
Auto Door .....	\$1,850.00
Light Curtain for Auto Door .....	\$3,500.00
Fastems interface and preparation on machine side for Fastems integration .....	\$6,500.00

### Optional Control Features - Fanuc OiM-F

<del>Data Server with 1GB built-in ATA card and Fast Ethernet connection .....</del>	<del>\$4,000.00</del>
<del>AICC-II high speed machining mode with 200 block look ahead .....</del>	<del>\$2,500.00</del>
<del>2 Megabyte RAM program memory .....</del>	<del>\$2,000.00</del>
5 <sup>th</sup> axis expansion (for 4+1 capability).....	\$3,000.00
Memory card editing function (to enable editing on the compact flash card) .....	\$1,200.00
Data Server Editing function (to enable editing on the ATA card) .....	\$2,500.00



### **Tongtai Integrated Monitoring System (TIMS)**

TIMS software with user friendly HMI and built-in PC ..... \$5,000.00

- Cutting Load Monitoring
- APC Information and Scheduling (for mills)
- Machine Alarm Message Record
- Troubleshooting and Maintenance Support through graphical display
- Motor Load Monitoring for spindle and axis motors
- Machining Adaptive Feedrate Control – auto adjust of feedrates for improved efficiency
- Crash Protection – real time detection of servo loads to minimize damage
- Tool Usage Time Tracking
- Tool Compensation
- Tool Life Management
- Tool Overload Protection
- Workpiece Management and Workpiece Positioning via use of CCD Camera

## **TERMS AND CONDITIONS**

### **Delivery**

At present, delivery is stock to 6-8 weeks after receipt of a formal purchase order and down payment. A firm delivery schedule will be given at the time of order placement.

### **Training and Installation**

1 day of on-site operator, maintenance, and programming instruction are included in the purchase price. Additional instruction is available on-site on a charge basis. Installation of the machine is also included in the purchase price providing that all items included in our pre-installation check list have been correctly carried out by the customer.

### **F.O.B.**

All shipments are F.O.B. port of entry.

### **Terms**

Unless otherwise agreed to in writing by Absolute Machine Tools, 30 percent down payment is required with formal purchase order, 30 percent is due upon delivery and prior to installation and the balance due 30 days from date of shipment. Terms can be modified to meet alternate financing arrangements.

### **Security Agreement / Terms and Conditions**

Buyer shall execute seller's Sales Contract and any other documents required by seller. Seller shall retain a security interest in the goods until full payment is made. Seller's Terms and Conditions of sale are attached to the back of the Sales Contract.

### **Warranty**

Absolute Machine Tools warrants products it sells to be free from defects in parts and workmanship for 24 months, from date of shipment. All parts provided under this warranty are F.O.B. Lorain, Ohio, unless otherwise specified. Defective warranty parts are to be returned to Absolute Machine Tools, Inc., freight

prepaid. Perishable items such as belts, light bulbs and the replacement thereof, are not covered by warranty. The CNC control system is warranted by the manufacturer for 24 months. The control manufacturer provides this warranty directly to the end user. Upon notification to our service department of a problem, Absolute Machine Tools will respond within 24 hours (same day, if possible) to your service request.

Specifications are subject to change without prior notice. Typographical or clerical errors within this quotation are subject to correction. We thank you for this opportunity to quote, and pledge to provide the best service possible, should we be favored with an order.

Sincerely,

\_\_\_\_\_  
Seller Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

**1. Definitions.** As used herein, the term "Contract" means these terms and conditions and the Sales Contract attached to these terms and conditions; the term "Equipment" means the equipment, parts and similar items to be sold to Buyer hereunder; the term "Services" means engineering, installation, design, repair, training and other services to be rendered to Buyer hereunder; the term "Seller" means Absolute Machine Tools, Inc.; and the term "Buyer" means purchaser of the Equipment and/or Services. **2. Shipment and Payment.** Except as otherwise specially provided in the Sales Contract, delivery of Equipment hereunder is F.O.B., Port of Entry. Risk of loss or damage shall pass to Buyer upon delivery of the Equipment to a carrier. Seller's obligation to ship or deliver hereunder is (at all times) expressly conditioned upon the approval of credit by Seller. If Buyer fails to comply with the terms of payment set forth in this Contract, or in the event that the credit or financial responsibility of Buyer becomes impaired or unsatisfactory to Seller, Seller has the right to demand cash or security (in form and substance satisfactory to Seller) before shipping Equipment or furnishing Services hereunder. Upon the failure of Buyer to promptly provide cash or satisfactory security to satisfy Seller's demands hereunder, Seller (in addition to Seller's other rights and remedies) has the right to withhold further deliveries of the Equipment or to terminate this Contract (in whole or in part), and any unpaid amount due Seller by Buyer thereupon shall become due immediately. Buyer shall pay the purchase price for the Equipment and Services furnished hereunder as set forth in this Contract. **3. Delivery.** Delivery, shipment and other performance dates designated in this Contract are estimates only, and unless otherwise specified, are determined from the date of Seller's receipt of Buyer's completed written instructions. **4. Security Interest.** Title to the Equipment sold hereunder shall remain with Seller until the entire purchase price is paid. Buyer hereby grants to Seller a purchaser money security interest in the Equipment sold hereunder and the proceeds and the products thereof to secure the payment of the purchase price and any and all other sums due and owing from Buyer to Seller. Buyer hereby authorizes Seller to file any and all necessary financing statements and agrees to execute all documents to effect such filings. Buyer shall not sell, pledge, mortgage, lease or otherwise encumber the Equipment sold hereunder unless and until the entire purchase price is paid. The Equipment furnished to Buyer hereunder shall not be considered a fixture or be incorporated into Buyer's realty by reason of its attachment thereto, and may be separated therefrom for the purposes of repossession in the event Buyer fails to pay the purchase price and all other sums due and owing from Buyer to Seller when due. Seller reserves the right to waive repossession of the Equipment and to assert mechanic's, materialman's or laborer's liens against the property upon which the Equipment is delivered or installed. **5. Warranty.** Seller warrants to Buyer that the Equipment will substantially conform to the descriptions set forth in this Contract and that such Equipment is substantially free from defects in material and workmanship under normal use and service for a period of one (1) year after the date the Equipment is installed. Any claim by Buyer for breach of Seller's warranty shall be deemed waived unless submitted (in writing) to Seller within said one (1) year period. **THE WARRANTIES SET FORTH IN THIS CONTRACT ARE SELLER'S EXCLUSIVE WARRANTIES AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL IMPLIED OR STATUTORY), INCLUDING (BUT NOT LIMITED TO) ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Seller's liability under this Contract shall be expressly limited (at Seller's option) to the replacement or repair of non-conforming or defective Equipment. If Seller elects to repair any alleged defective or non-conforming Equipment, Buyer shall afford Seller a reasonable number of repair attempts. Prior to said repair or replacement, Seller has the right to inspect the Equipment claimed to be defective or non-conforming, and, if requested by Seller, Buyer shall return such Equipment to Seller at Seller's direction and expense. No equipment is to be returned to Seller (or the manufacturer of the equipment in question) without Seller's prior written consent. **THE REMEDIES SET FORTH HEREUNDER SHALL CONSTITUTE THE EXCLUSIVE REMEDIES AVAILABLE TO BUYER AND ARE IN LIEU OF ALL OTHER REMEDIES.** **6. Force Majeure.** Seller shall not be liable to Buyer for losses, damages, liabilities, or expenses incurred by Buyer because of Seller's nonperformance or termination hereunder if such termination or non-performance resulted from circumstances beyond Seller's control, including (but not limited to) acts of God, labor difficulties, shortages or acts of any governmental or judicial authority. **7. Limitation of Liability.** IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM

and all liabilities, damages, losses, demands, judgements, causes of action, claims (including, but not limited to, claims of patent, copyright and/or trade secret infringements), expenses, costs (including, but not limited to, attorneys' fees), fines, penalties and any other charges directly or indirectly arising from or related to Buyer's actual use or intended use of the Equipment furnished hereunder. **9. Taxes and Duties.** The purchase price for the Equipment and/or Services does not include sales, excise, import, export or other such taxes or duties payable on account of the transaction contemplated hereunder. All such duties or taxes now in effect (or hereafter levied) which are applicable to this transaction shall be in addition to said purchase price and shall be paid by Buyer. **10. Non-Waiver.** No waiver, alteration or modification of any of the provisions hereof shall be binding on Seller unless such waiver is expressed in writing by Seller. Waiver by Seller of any breach or default by Buyer hereunder shall not be deemed a waiver by Seller of any default or breach by Buyer which may thereafter occur. **11. Terms of Contract.** Any of the terms and conditions of Buyer's purchase documents which are inconsistent with or in addition to the terms and conditions of this Contract shall not be binding on Seller and shall not be applicable to the transactions contemplated hereunder (notwithstanding Seller's receipt of, or acknowledgment of, Buyer's purchase documents). Unless Buyer notifies Seller (in writing) to the contrary within five (5) calendar days after the mailing of the acknowledgment by Seller, Buyer's acceptance of the terms and conditions hereof shall be deemed to have occurred and, in the absence of such notification, the transaction contemplated hereunder shall be deemed to be subject to the terms and conditions of this Contract. Buyer and Seller acknowledge and agree that the terms and conditions of this Contract supersede and reject all prior, oral or written communications regarding the subject matter hereof. The terms and conditions of this Contract may be amended, altered or changed only through a written document signed by Buyer and Seller. **12. Assignment.** Seller reserves the right to subcontract all or any part of the work to be performed hereunder without obtaining the prior consent of Buyer. No notice to Buyer of any subcontracting by Seller is required. The right and obligations of Buyer hereunder may not be assigned without the prior written consent of Seller. **13. Cancellation.** Buyer may cancel this Contract only by written notice and only upon the condition that Buyer make full payment to Seller for all Equipment. Equipment may be returned only if expressly authorized (in writing) by Seller. Costs incurred by Seller for placing returned Equipment in saleable condition, any sales expenses then incurred by Seller, plus a restocking charge and any outgoing and incoming transportation costs which Seller incurs shall be chargeable to and payable by Buyer upon demand. If Buyer rejects any Equipment furnished hereunder, Buyer must notify Seller of such rejection within fifteen (15) calendar days of delivery. Any failure to make such notification constitutes Buyer's acceptance of the Equipment. Buyer hereby waives any right to revoke said acceptance. **14. Termination.** In addition to Seller's other rights and remedies, Seller may by written notice to Buyer terminate this Contract (in whole or in part) if Buyer fails to perform or breaches Buyer's duties and obligations hereunder; and Seller shall not be liable to Buyer for any losses, damages or expenses incurred by Buyer as a result of such termination. Upon such termination, any amounts due and owing to Seller by Buyer shall become immediately due. **15. Limitations for Suits.** Any cause of action or claim arising out of or relating to Seller's performance or failure to perform hereunder or the furnishing, performance, or use of the Equipment sold hereunder must be commenced within one (1) year after the claim or cause of action has accrued. **16. Federal and State Laws.** In the performance of this Contract, Seller will comply with all existing or hereinafter enacted valid applicable provisions of any Federal or State law and of any rules and regulations thereunder. Any contract provision which Buyer is required by any valid provision of any Federal or State law, or any valid rule or regulation issued thereunder, in force when this Contract becomes effective, to insert in this Contract, shall be deemed automatically embodied herein. **17. Ohio Law; Venue; Jurisdiction.** Ohio's laws shall govern all disputes, controversies, litigation and interpretative matters arising hereunder. The Parties (and any guarantor) agree that proper and exclusive venue for all litigation arising under this Contract lies with the Courts of Lorain County, Ohio and, further, agree to submit (jointly and individually) to the personal jurisdiction of such Courts. **18. Bankruptcy.** Buyer (and any guarantor) agrees not to file for bankruptcy. Any filings for bankruptcy after the execution of this agreement shall be deemed to be done in bad faith. ALE2720.PM5