B 10 (Official Form 10) (12/11) DISTRICT OF SOUTH C UNITED STATES BANKRUPTCY COURT PROOF OF CLAIM Name of Debtor: Case Number: Cha NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503. Name of Creditor (the person or other entity to whom the debtor owes money or property): COURT USE ONLY Check this box if this claim amends a previously filed claim. lo Nicole Hay ersone, Hayward, Drahel Court Claim Number: (If known) Filed on: Name and address where payment should be sent (if different from above): Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars. Telephone number: 972 -701-7072 email: N RECEIVED 1. Amount of Claim as of Date Case Filed: If all or part of the claim is secured, complete item 4. MAY 07 2012 If all or part of the claim is entitled to priority, complete item 5. BMC GROUP

Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges. Equipment 2. Basis for Claim: (See instruction #2) 3. Last four digits of any number 3a. Debtor may have scheduled account as: 3b. Uniform Claim Identifier (optional): by which creditor identifies debtor: 4274 (See instruction #3a) (See instruction #3b) Amount of arrearage and other charges, as of the time case was filed, 4. Secured Claim (See instruction #4) included in secured claim, if any: Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: Real Estate Motor Vehicle Other Basis for perfection: \_ Describe: Amount of Secured Claim: Value of Property: S\_\_\_ Amount Unsecured: Annual Interest Rate\_ % ☐ Fixed or ☐ Variable (when case was filed) 5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. Contributions to an Domestic support obligations under 11 ☐ Wages, salaries, or commissions (up to \$11,725\*) U.S.C. §507(a)(1)(A) or (a)(1)(B). earned within 180 days before the case was filed or the employee benefit plan debtor's business ceased, whichever is earlier -11 U.S.C. §507 (a)(5). Amount entitled to priority:

11 U.S.C. §507 (a)(4).

☐ Up to \$2,600\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

☐ Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(\_\_).

\*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. (See instruction #7, and the definition of "redacted".) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: 8. Signature: (See instruction #8) Check the appropriate box. I am the trustee, or the debtor, ☐ I am the creditor. I am the creditor's authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (Attach copy of power of attorney, if any.) or their authorized agent. (See Bankruptcy Rule 3005.) (See Bankruptcy Rule 3004.) I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. Print Name: Title: Company:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

## Items to be completed in Proof of Claim form

## Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Address and telephone number (if different from notice address above):

### Creditor's Name and Address:

Telephone number

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

#### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

#### 3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

#### 3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

#### 4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a). If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

#### 6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

### 7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

### 8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, attach a complete copy of any power of attorney, and provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

# The Cliffs Communities, Inc.

Case No. 12-01220

Date Filed: 2/28/2012

Account No.: 304590.124274

**Pre-Petition** 

# **BILLING**

# **PAYMENTS**

Date Due	lnv.#	Monthly	Lt.Fee/Other	Date Rec'd Check#	Amount
12/15/2011	939989	12,352.00	-	2/2/2012 ACH2/2/12	(12,352.00)
1/15/2012	951468	12,462.04	•		
2/15/2012	962799	12,462.04	1,165.00		
	•	37,276.08	1,165.00		(12,352.00)

Summary, 1997	
Total Pre Petition Billed	37,276.08
Total Lt.Fee/Other	1,165.00
Total Pre Petition Paid	(12,352.00)
Total Pre-petition Bal.	26,089.08



10603 W SAM HOUSTON PARKWAY SUITE 400 HOUSTON, TX 77064 Address correction requested.

Phone: 713.844.0797; Toll Free 1.800.776.7647

THE CLIFFS COMMUNITIES, INC. 3598 HWY 11D (11 LOCATIONS) TRAVELERS REST, SC 29690

## INVOICE

DUE DATE:	ACCOUNT #:	TOTAL DUE:
02/15/12	304590.124274	\$38,441.08
PAGE: 1	INVOICE DATE:	INVOICE #:
	02/01/12	962799

Make checks payable to:

MITEL LEASING PO BOX 972448 DALLAS, TX 75397-2448

$\neg$	Check if address has	changed and indicate	
	changes above	=	

### 7 0000 9975474000000 804448600 7545409

AYMENT NUMBER	DUE DATE	DESCRIPTION	CURRENT: ACTIVITY:	BALANCE
0 4. 2	02/15/12 02/15/12 02/15/12	PREVIOUS BALANCE LATE CHARGE • 124274 MONTHLY RENTAL (1124274-Traveler FEB 2012 ADD ON 2 124274-Traveler FEB 2012	1,165.00 12,402.00 60.04	24,814,04 -1,165,00 

For billing inquires call; 713.844.0797 or Toll Free; 1.800.776.7647

	TOI Dilling inquires call, 7 15.04	4.0131 OL TOILTIES, 1.000.770.7041	
ACCOUNT NUMBER	INVOICE NUMBER	DUE DATE	TOTAL DUE
304590.124274	962799	02/15/12	\$38,441.08

### MESSAGE:

\*\*\* NOTICE \*\*\* PLEASE VERIFY THAT YOUR PAYMENTS ARE DIRECTED TO THE REMIT TO ADDRESS DETAILED ABOVE. Due to recent changes in our bank lock box processes, some remit to addresses have changed. Directing payments to the correct remit to address listed on this invoice will ensure prompt credit to your account. Should you have any questions on the correct payment address, please contact Mitel Leasing Customer Service at 800 776-7647. Thank you.



10603 W SAM HOUSTON PARKWAY SUITE 400 HOUSTON, TX 77064 Address correction requested.

Phone: 713.844.0797; Toll Free 1.800.776.7647

THE CLIFFS COMMUNITIES, INC. 3598 HWY 11D (11 LOCATIONS) TRAVELERS REST, SC 29690

## INVOICE

DUE DATE:	ACCOUNT /#:	TOTAL DUE:
01/15/12	304590.124274	\$24,814.04
	INVOICE DATE:	INVOICE #:
PAGE: 1	01/01/12	951468

Make checks payable to:

MITEL LEASING PO BOX 972448 DALLAS, TX 75397-2448

304590124274 002481404	0000000951468	00005
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Check if address has changed and indicate changes above.

APPLICABLE TAXES HAVE BEEN INCLUDED IN INVOICE AMOUNTS

Please detach and return top portion with payment,

	PAYMENT NUMBER	DUE DATE	DESCRIPTION	CURRENT	BALANCE
	3	01/15/12 01/15/12	PREVIOUS BALANCE MONTHLY RENTAL 1 124274-Traveler JAN 2012 ADD ON 2 124274-Traveler JAN 2012	12,402,00 60,04	12,352,00 0,00 12,462,04
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			Late charges will be assessed if payment is not received within 30 days of the du	Je date.	

For billing inquires call; 713.844.0797 or Toll Free: 1.800.776.7647

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٠	ACCOUNT NUMBER	INVOICE NUMBER	DUE DATE	TOTAL DUE
	304590.124274	951468	01/15/12	\$24,814.04

### MESSAGE:

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Phone: 713.844.0797; Toll Free 1.800.776.7647

THE CLIFFS COMMUNITIES, INC. 3598 HWY 11D (11 LOCATIONS)
TRAVELERS REST, SC 29690

## INVOICE

DUE DATE:	ACCOUNT /#:	TOTAL DUE:
12/15/11	304590.124274	\$12,352.00
	INVOICE DATE:	INVOICE #:
PAGE: 1	12/01/11	939989

Make checks payable to:

MITEL LEASING PO BOX 972448 DALLAS, TX 75397-2448

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Check if address has changed and indicate changes above.

APPLICABLE TAXES HAVE BEEN INCLUDED IN INVOICE AMOUNTS

Please detach and return top portion with payment.

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For billing inquires call; 713.844.0797 or Toll Free: 1.800.776.7647.

ACCOUNT NUMBER	INVOICE NUMBER	DUE DATE	TOTAL DUE
304590.124274	939989	12/15/11	\$12,352.00

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TotalSolution Program Schedule 1

LEASE NUMBER

SUBLEASE ACCOUNT NO.

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公 治療 治療養 治 縣公生 医电影等的 奉令

COUNTY		RENT COMMENCEMENT DATE: 3-0/-/0
Spartanburg		SCHEDULE OF PAYMENTS
STATE SC	<sup>219</sup> 29651	60 MONTHLY PAYMENTS OF \$ 15,717.33
LOCATION OF EQUIPMENT 3598 Hwy 11 CITY Travelers Rest		EXCEPT AS OTHERWISE INDICATED BELOW:  OTHER 60 Days deferred payments after instail  PAYABLE AT SIGNING OF THE LEASE (Check one)
STATE SC	<sup>ZIP</sup> 29690	other no cust den rue
LESSEE (FULL LEGAL NA The Cliffs Commun BILLING ADDRESS 3598 Highway 11		DELIVERY AND ACCEPTANCE OF EQUIPMENT  I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED. THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMBINETED. THE COLUMNICATION OF THE SATISFACTORILY COMBINETED. THE COLUMNICATION OF THE SATISFACTORILY COMBINETED. THE COLUMNICATION OF THE COLUMNICATION OF THE SATISFACTORILY COMBINET.
BILLING ADDRESS 3598 Highway 11 CITY Travelers Rest	COUNTY STATE ZIP  Greenville SC 29690  DATED	THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.
864-371 5000 BY X Macte (AUTHO	4.30.2009  Velach  ORIZED SIGNER)	DATE 12-14-09
	17804 TITLE TREASURES,	PRINT NAME
1140 WEST LOOP	ASING, INC., LESSOR P NORTH, HOUSTON, TEXAS 77055	5

Rev 07/08

INSTALLING COMPANY

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Page 1 of 1

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JUN 2.4 2009

Lessec (Full Legal Name) The Cliffs Communities

Account Number 204846\_GNB2599244



Det 1 a RECO

# Delivery and Acceptance of Equipment

LESSEE:

The Cliffs Communities

Address:

3598 Hwy 11

City, State, Zip: Trevelers Rest, SC 296

In accordance with the executed leuse agreement dated 4/30/09 I hereby certify on behalf of the Lessee that all of the equipment to be leased has been delivered and installed. The installation and all other work necessary for the equipment has been satisfactorily completed. The delivery date is the date this acceptance) is signed.

Signature: /

Print Name:

Location Of Equipment if other than above:

Address:

City, State, Zip:

Phone Number:

Installing Branch

Branch Name:

Mitel Greenville

Address:

2355 Hwy 1018, Ste J

City, State, Zip; Greer, SC 29651

Mitel Leasing, Inc., 1140 West Loop North, Houston, Texas, 77055



Dear Customer. We've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language because we want you to understand its terms. Press read your agreement carefully and feet free to ask is any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor Indicated below. CATCHANA Cliffs Communities, Inc., The 3598 Hwy 11 Travelers Rest SC <sup>क्र</sup>29690 Chisor Noo Mitel Leasing, Inc. 1140 West Loop North Texas 17 Houston 77055-7218 (713) 844-0800 1. Lease Agreement. We agree to lease to you and you agree to lease from us the equipment and modifications listed below Description of Equipment Added Make & Type Monthly (per unit) Total Monthly 18 Mitel 5330 IP Phones 118.23 Equipment location, if other than customer's address above 2340 Additional Monthly payment: \$ 118,23 Teams and concitions. You agree that all of the leans and conditions contained in the Lease relared to above and apply to this Supplement, except as stated in paragraph 4 below. Term and Rest. The term of this Supplement will be the number of months remaining under the original beats detended and numbered above at the limits we occupy this Supplement. The additional monthly payment for the equipment leased under this Supplement will be the amount listed in payments on the classe. You agree to pay the combined payments on the due dates studed in the Lease for the remaining term of the Lease. Additional Provisions. You agree that this Supplement cannot be cancelled except as provided for in the Lease. You also agree that the
equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, AND ANY ATTACHMENTS HERETO, Cliffs Communities, Inc., The MITEL LEASING, INC. 3598 Hwy 11 1140 West Loop North Travelers Rest. SC 29690 TX 77055-7218 8y. Date: DELIVERY AND ACCEPTANCE We certify that all of the equipment and modifications described in the above Supplement have been delivered and installed and we have accepted in CEMMENTATION MANAGE

Induded Ment

ESPOOLE

# Supplement to Equipment Lease For Additional Equipment (Add-ons)



Dear Customer, Wa've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement carefully and feel free to eak us any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Leaser knillcated below.

Omia GO	mmunities, Inc., The	3598 Hwy 1	1		
Travelers Rest		Ser SC	SC 29690		
Mitel Leasing, in	16.	Addess 1140 West Loo			
Houston	Texas	77055-7219	Price	844-0800	
. Lease Agreement, W Description of Equip	a agree to lease to you and you agree to k	ease from us the equipment and m	odifications listed below.		
Outsouthy User Company	Mela & Type	<del></del>			
35	18V Power Adapt	ors.	Monthly (per unit)	Total Monthly	
35	Power Colds		<del> </del>	27.05	
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mioment location, it other tran	er than customer's address above.				
		Cty	27.44	· · · · · · · · · · · · · · · · · · ·	
Actifional Monthly pays	mant: \$27.05		<del></del>		
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Mitel Leaving,		1140 West L	oop North	
Houston	Texas	770 <del>5</del> 5-7218	Phone (7	13) 844-0800
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x for Terry	Joshum garry Sf	Communication M	ANADER .	12/14/101
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ESP 2061)

## Supplement to Equipment Lease For Additional Equipment (Add-ons)



Dear Customen We've written this Supplement to Equipment Lease (Supplement) in simple and easy to read forgulage because we want you to understand its terms. Please read your agreement carefully and feel nee to ask us any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the tessor indicated below. Supplemented Lease Mirober Cliffs Communities, Inc. The 3598 Hwy 11 <sup>29</sup>29690 Travelers Rest SC Milel Leasing, Inc 1140 West Loop North CAY 31.0 Houston Texas 77055-7218 (713) 844-0800 1. Lease Agreement. We agree to lease to you and you agree to lease from us the equipment and modifications dated below. Description of Equipment Added Make & Type: SIP Gelevay and Elicense (see allached Schedule 1) Quantity Lionthly (per.unit) Total Monthly 31,32 Equipment location, if other than customers address above. Cey 5/A.W 2. Additional frontitis payment: \$31.32
3. Terms and conditions: You egree that all of the terms and conditions contained in the Lease referred to above will apply to this Supplement, except as stated in paragraph 4 below, Tom and Reni. The term of this Supplament will be the number of months remaining under the original Lesse described and numbered above at the time we accept this Supplement. The additional monthly payment for the equipment lessed under this Supplement will be the emount fisted in paragraph's above. The additional monthly payment will be added to the payments stated in the Lesse. You agree to pay the combined payments on the title datas stated in the Lesse to the remaining term of the Lesse. Additional Provisions. You agree that this Supplement carried be calculed except as provided for in the Lease. You also agree that the equipment will not be used for personal, family by Household purposes. You acknowledge receipt of a copy of this Supplement. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, AND ANY ATTACHMENTS HERETO. Cliffs Communities, Inc., The MITEL LEASING, INC. 3598 Hwy 11 1140 West Loop North Houston, TX 77058 7218 Travelers Rest SC 29690 CITY WATE CO CEL By: Date: Oate: 12 DELIVERY AND ACCEPTANCE We certify that all of the equipment and modifications described in the above Supplement have been delivered and installed and we have accepted it as satisfectory.

Indudadonic

Lessee (Full Legal Name) The Cliffs Communities

Account Number 204846\_

GNJ 2727136



DEC 1 9 RECT

# Delivery and Acceptance of Equipment

LESSEE:

The Cliffs Communities

Address:

3598 Hwy 11

City, State, Zip: Travelers Rest, SC 296

In accordance with the executed lease agreement dated 4/30/09. I hereby certify on behalf of the Lessee that all of the equipment to be leased has been delivered and installed. The installation and all other work necessary for the equipment has been satisfactorily completed. The delivery date is the date this acceptance is signed.

Signature:

Date:

12-14-19

Print Name: Marer

RIPSCH

Location Of Equipment if other than above:

Address:

City, State, Zip:

Phone Number:

# Installing Branch

Branch Name:

Mitel Greenville

Address:

2355 Hwy 101S, Ste J

City, State, Zip; Greer, SC 29651

Mitel Leasing, Inc., 1140 West Loop North, Houston, Texas, 77055

E3P 20627

# Supplement to Equipment Lease For Additional Equipment (Add-ons)



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Lesser (Full Legal Name) The Cliffs Communities

Account Number 204846\_



DEC 10 RECT

# Delivery and Acceptance of Equipment

LESSEE:

The Cliffs Communities

Address:

3598 Hwy 11

City, State, Zip: Travelers Rest, SC 296

In accordance with the executed lease agreement dated 4/30/09 , I hereby certify on behalf of the Lessee that all of the equipment to be leased has been delivered and installed. The installation and all other work necessary for the equipment has been satisfactorily completed. The delivery date is the date this acceptance is signed.

Signature: //

Print Name:

Location Of Equipment if other than above:

Address:

City, State, Zip:

Phone Number:

Installing Branch

Branch Name: Mitel Greenville

Address:

2355 Hwy 101S, Ste J

City, State, Zip: Greer, SC 29651

Mitel Leasing, Inc., 1140 West Loop North, Houston, Texas, 77055

ESP 20612

# Supplement to Equipment Lease For Additional Equipment (Add-ons)



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Lessee (Full Legal Name) The Cliffs Communities

Account Number 204846



DEC 10 RECT

# Delivery and Acceptance of Equipment

LESSEE:

The Cliffs Communities

Address:

3598 Hwy 11

City, State, Zip: Travelers Rest, SC 296

In accordance with the executed lease agreement dated 4/30/09 I hereby certify on behalf of the Lessee that all of the equipment to be leased has been delivered and installed. The installation and all other work necessary for the equipment has been satisfactorily completed. The delivery date is the date this acceptance is signed.

Date: 12-14-09

Print Name:

# Location Of Equipment if other than above:

Address:

City, State, Zip:

Phone Number:

## Installing Branch

Branch Name:

Mitel Greenville

Address:

2355 Hwy 101S, Ste J

City, State, Zip: Greer, SC 29651

Mitel Leasing, Inc., 1140 West Loop North, Houston, Texas, 77055

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# <u>schedulet</u>

# Polycom Video

Removed items

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Approved and Accepted By:

# Supplement to Equipment Lease For Additional Equipment (Add-ons)



Dear Customer: V understand he ten to mann the Custo sopplement hunter_ experiences trees h	omer. The words in	polement to Equipa or spreement caret by us and our refer	to the rektor sicile	manth in simple and easy of life us any questions you led below. TDOTIL	io reșid lunguage beceu may have uboid II. We	te the med you to
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Supplement to	Equipment	Lease
For Additional	Equipment	(Add-ons)



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# SCHEDULE 1

Mountain Park Sales Removal of Equipment

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MP Sales Equipment added to Admin 2

- Milet Communications Director (MCD) Solution Licenses MCD IP Phone licence
- Desktop Devices 5200/5300 IR Phones and Peripherals. 5312 IP Phone 31
  - Professional Services Implementation Implementation, Train, P.C.

Approved and Accepted By,

Customer....

Mitel Representative:

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Mitel Leasing, Inc.				1140 West Loop North				
Houston		Texas	77055-7218			(713) 844-0800		
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DELIVERY AND ACCEPTANCE								
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Dear Customer. We've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement catefully and feel free to ask us any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor Indicated below. Cliffs Communities, Inc., The 3598 Hwy 11 Travelers Rest <sup>25</sup>29690 SC Lesson Mitel Leasing, Inc. 1140 West Loop North 8 يدين Houston Texas 77055-7218 (713) 844-0800 1. Lease Agreement. We agree to lease to you and you agree to lease from us the equipment and modifications listed below. Description of Equipment Added Quantity Make & Type Monthly (per unit) Total Monthly ·8. Milel 5940 IP Phones -575.79 Equipment location, if other than customer's address above. ĊŊ 2. Additional Monthly payment: \$-75,79
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## Supplement to Equipment Lease For Additional Equipment (Add-ons)



Dear Customer. We've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language because we went you to understand its terms. Please read your agreement carefully and feel free to ask up any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor indicated below, 3598 Hwy 11 Cliffs Communities, Inc., The Travelers Rest SC 29690 Mitel Leasing, Inc. 1140 West Loop North 254.3 Houston Texas 77055-7218 (713) 344-0800 1. Lease Agreement. We agree to lease to you and you agree to lease from us the equipment and modifications fisted below. Description of Equipment Added Quantity Make & Type Milel 5360 IP Phonis Monthly (per unit) Total Monthly -3 -542.03 Equipment location. If other than customer's acidness above CO 2. Additional Monthly payment: \$-42.03 3. Tams and conditions. You agree that all of the terms and conditions contained in the Lease referred to above will apply to this Supplement. except as stated in paracreph 4 below. Term and Rent. The term of this Supplement will be the number of mappins remaining under the original Lease described and numbered above at the time we accept this Supplement. The additional monthly payment for this equipment leased under this Supplement was be the amount fitted in paragraph 2 above. The additional monthly payment will be added to the payments stated in the Lease. You agree to pay the combined payments on the due dates stated in the Lease for the remaining term of the Lease. Additional Provisions. You agree that this Supplement cannot be cancelled except as provided for in the Lease. You also agree that the
equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement. customer acknowledges, understands, and agrees to the terms on this facing page, and any attachments hereto. Cliffs Communities, Inc., The MITEL LEASING, INC. 3598 Hwy 11 1140 West Loop North Travalers Rest, SC 29690 Houston, TX 77055:7218 Man Date: 60 DELIVERY AND ACCEPTANCE We certify that all of the equipment and modifications described in the above Supplement have been delivered and installed and we have accepted it Terry

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Dear Customer. We've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement carefully and leaf here to ask as any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor indicated below. Smich Cliffs Communities, Inc., The 3598 Hwy 11 Travelers Rest SC 29690 Mitel Leasing, Inc. 1140 West Loop North City Houston Texas 77055-7218 (713) 844-0800 Lease Agreement. We agree to lease to you and you agree to lease from us the equipment and modifications listed below. Description of Equipment Added Make & Type Mitel IP Licenses Quantity Monthly (per unit) Total Manthly -24 \$51,03 Equipment location, if other than customer's address above Addition Ö 2. Additional Monthly payment: \$-61,03 3. Terms and conditions. You agree that all of the terms and conditions confained in the Lease referred to above will apply to this Supplement, except as stated in paragraph 4 below. Term and Renk. The ferm of this Supplement will be the number of months remaining finder the original Easte described and numbered above of the limit we accept this Supplement. The additional monthly payment for the aquipment leased under this Supplement was be the amount fisted in paragraph 2 above. The additional monthly payment will be added to the payments stated in the Lease. You agree to pay the combined payments on the due dates stated in the Lease for the remaining term of the Lease. Additional Provisions. You agree that this Supplement cannot be concelled except as provided for in the Lease. You also agree that the
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# TotalSolution Program Lease Agreement Account No.

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This lease is written in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below. The words the Branch as used throughout refers to the Branch Office of Mitel Technologies, Inc., a third party which will transfer ownership of the equipment to us upon your execution of this lease and acceptance and delivery of the equipment. Therefore, your agreement concerning the lease of the equipment is with us and is set forth in this Agreement. You fully understand and agree that you have or will have entered into a separate agreement titled TotalSolution Program Service Agreement (hereafter called the "TSP Service Agreement") with the Branch.

1. AGREEMENT: You agree to lease from us and we agree to lease to you the equipment and/or software listed on all Schedule 1's, and that all equipment will be used for business purposes only. You promise to pay us the sum of the rental payments indicated on Schedule 1 attached. You may request, periodically, that additional equipment be added to an existing location, which equipment will be listed on a Supplement to Lease Agreement which when executed by you and us, will be attached to the specific Schedule 1 of this agreement and made a part hereof for all purposes. Payments for equipment added by Supplement to Lease Agreement will be computed to terminate the same time as the applicable Schedule 1. You may also request that additional equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, which when executed by you and us, and the appropriate deposit paid, will be attached to this agreement and made a part hereof for all purposes. You promise to pay us the sum of all rental payments listed on all Schedule 1's and Supplements

2. ORDERING EQUIPMENT: If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and

acceptance of this Agreement and any Schedule 1 or Supplements to Lease Agreement.

3. NO WARRANTIES: We are leasing the equipment to you "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the Branch or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such relieve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Branch and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties inherent with ownership made to us by the Branch, or the manufacturer, or supplier. You understand and agree that only an authorized transfer to you any warranues innerent with ownership made to us by the branch, or the manufacturer, or supplier, from understand and agree that only an authorized officer of Mitel Leasing, Inc. is authorized to waive or change any term or condition of this lease and no change is valid until and unless it is roduced to writing and signed by both parties. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US AND WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT; OR FOR REMOVAL OF EXISTING EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES, NOR SHALL WE BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS A RESULT OF THE USE OF COPYRIGHTED MUSIC WITH THE EQUIPMENT. You acknowledge that we shall not be responsible for any service, repairs, warranty or maintenance of the equipment. We are not a party to the TSP Service Agreement or any other agreements between you and the Branch, and even if you have a dispute regarding any warranty, maintenance or service provided by the Branch, you will continue to pay us all payments due under this lease and all schedules to this lease.

4. NON-CANCELLABLE LEASE: Except as provided by the Upgrade Capability contained in the TSP Service Agreement, this lease cannot be cancelled.

TERM: The lease term will start on the date that any equipment is delivered to you or your agent as specified on Schedule 1's ("the Commencement Date") and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The and will continue until you have met all or your colligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all schedule 1's. You will be notified in writing if we change the date of your first payment. Thereafter, consecutive periodic payments will be due on the same day of each period indicated on this Agreement. All payments will be made to us at our address on this lease, or at another address, which we would designate in writing. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay us a one-time administrative fee (not to exceed \$90.00) to reimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not sell, transfer, assign or sublease the equipment or this lease. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment, and you agree that if we do so, the new lessor will have the same rights and benefits that we now have, and the new lessor will not have to perform any of our obligations. You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the

equipment will not relieve us of our obligations to you under this lease.

7. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of and have title to the equipment. If any other person attempts to claim ownership of the equipment by assenting that the equipment from any legal process or lien whatsoever, and you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the terms in this lease, we agree that you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment.

So long as you are not in default under any of the terms in this lease, we agree that you shall quietly use and enjoy the equipment.

8. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: We are not responsible for installing and keeping the equipment in good working order and repair. The Branch has provided that the continuent from damage, according to order and least and from any other land of loss while too land the order and least and from any other land of loss while too land the order and least and from any other land of loss while too land the order and least and from any other land of loss while the land the order and least and from any other land of loss while the land the order and loss and from any other land of loss while the land the land of loss while the land the land of loss while th

for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and tear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you agree to continue to pay rent. You will keep and use the equipment only at your addresses shown on all Schedule 1s, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations or additions to the equipment without our prior written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from those addresses uniess you get our written permission in advance.

TAXES AND FEES: You agree to pay when due all taxes relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the estimated taxes when we request payment. If we pay any of those taxes, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose of filing property tax statements, so long as the filing does not interfere with your right to use the equipment.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by your use of the equipment. You agree to reimburse us for and to defend us against any delines for such losses or injuries. This indemnity shall continue even after the term of this lease has expired.

11. INSURANCE: You agree to make all payments when due under this lease regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us. If any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this lease.

LEASING INITIALS

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Page 1 of 2

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### Total Solution Progra Lease Agreement (continued)

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12. DEFAULT AND REMEDIES: If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, assign your assets for the benefit of your 12. Decrete (voluntarity or involuntarity) a bankruptcy proceeding, you will be in default in your default is caused by your failure to make any payment when due, we can, after ten (10) days written notice, enter your premises and deactivate all or a portion of the equipment, or require that you return the equipment to us and pay to us the remaining belance of all of the rental payments due under this lease at present value, using a six (6%) percent per year discount rate, if you fail to return the equipment to us, in addition we can also require that you pay to us our residual interest in the equipment. You also agree to pay us interest on all sums due us from the date of default until paid at the rate of one and one-half (11/%) percent per month, but only to the extent Interest in the equipment, thu also egree to pay us merest on as sums one as not one that the pay as merest on as sums one that the pay as merest on as sums one that the pay as merest on as sums one that the pay as merest on the pay as merest on as sums of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law, if we refer this lease to an atturney for enforcement or collection, you agree to pay the greater of (1) our reasonable attorney's fees or (2) at least twenty (20%) percent of the remaining balance of all the rental payments, and actual costs. If we have to take possession of the equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the equipment, which sum is agreed to be five (5%) percent of the original cash price by us of the equipment. Although you agree that we are not obligated to do so, if we decide to sell the equipment, and we are able to sell the equipment for a price that exceeds the sum of (a) our cost of repossession described above, (b) the residual value of the equipment, present valued as calculated above, and (c) any remaining debt owed by you to us, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the equipment,

13. OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties intend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the equipment, and you acknowledge and egree to all other terms herein as applicable to the security Interest. You also give us the right to immediately file, at your

expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make,

14. REDELIVERY OF EQUIPMENT: In the event you do not decide to renew this lease, as provided for in the TSP Service Agreement, or purchase the equipment according to the terms of any Purchase Option Letter that we have issued to you, then when this lease expires, or is earlier terminated, you shall allow us or our designated agent, upon three (3) days' notice, the right and ability, during normal business hours, to disconnect and remove the equipment. If upon expiration or termination, you do not immediately return the equipment to us, the equipment will continue to be held and leased by you on a month to month basis at the same rental rate in this lease. Upon expiration of your lease, and provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the equipment.

15. LATE CHARGES: If, prior to our notice of default, any part of a payment is not made by you within thirty (30) days of its stated due date, you agree to pay us a late charge of ten (10%) percent of each late payment, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

16. ENTIRE AGREEMENT; CHANGES: This Lease contains the entire agreement between you and us and it may not be eitered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us. You agree and understand that you are only leasing the equipment as specified on all Schedule 1's and Supplement to Lease Agreements.

17. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days 17. MISCELLANGUES: In the every you rail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you if we are required to pay any amount to obtain your compliance, the amount we pay, plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. If any notices are required under this lease, they shall be sufficient if given personally, by telefactimile (fax) or mailed to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for this benefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND THE RIGHTS AND OBLIGATIONS OF YOU AND US SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, YOU AGREE THAT THE COURTS OF THE STATE OF TEXAS FOR HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE THE PROPER LOCATION OR VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE, YOU agree and consent that we may serve you by registered or certified mail, which shall be sufficient to obtain jurisdiction. Nothing stated in this lease is intended to prevent us from commending any action in any court having proper jurisdiction. You waive trial by jury in any action between us.

18. UCC -ARTICLE 2A PROVISIONS: You agree that this is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge nonexclusively that: (a) we did not select the equipment, we purchased it for lease to you; and (b) you have been given the name of the Branch which supplied the equipment you are leasing from us. We hereby notify you that you have rights under the agreements that you have with the Branch.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND THE

THIS	LEASE.		
Lease recipient (FULL LEGAL NAME)	ACH AUTHORIZATION		
The Cliffs Communities	THE UNDERSIGNED AGREES TO ALLOW LESSOR TO PROCESS MONTHLY PAYMENTS DUE UNDE THIS AGREEMENT VIA AUTOMETED CLEARING HOUSE (ACH)		
3598 Hwy 11	ABA / Routing and Transit #		
Travelers Rest Greenville SC 29690	Checking Account #		
Travelers Rest Greenville SC 29690  CITY COUNTY STATE 21P  PHONE NO. ( 864 ) 371-1000	AUTHORIZED OFFICER'S SIGNATURE		
THE UNDERSISTED AGREES THAT THE EQUIPMENT SHALL BE USED FOR BUSINESS PURPOSES AND AGREES THAT NO MODIFICATION TO THIS LEASE WILL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.)	Print Name:		
AUTHORIZED OFFICER'S SIGNATURE  Print Name: Marry Rischt	ACCEPTED: MITEL LEASING, INC., LESSOR 1140 WEST LOOP NORTH, HOUSTON TEXAS 77055		
Email MENTSCH & CLIPS COMMUNICIES. Com	THE SUSAN OHO-IP DATE 1/4/0		
PERSONAL GUARANTY	I		

PERSONAL GUARANTY

| guarantee that the lessee will make all payments and pay all the other charges required under this lease when they are due and will perform all other obligations under the lease tudy and promptly. I also agree that you may make other arrangements with the lease recipient and | will still be responsible for those payments and other obligations. You do not have to notify me if the lessee falls to meet all of its obligations under the lease. If lease recipient tests to meet all of its obligations of the lease and summer of the lease and will perform all other obligations or lease under the lease. If lease recipient for me, including attempt feet all the expenses you incur in conforting any of your rights against the lease recipient or me, including attempt feet. If this is a corporate guaranty, it is authorized by the Board of Directors of the guaranteering partnership guaranty, it is authorized under the patreership agreement. This GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, I AGREE AND CONSENT THAT THE COURT OF THE STATE OF TEXAS, HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURIS DICTION IN THAT TO COUNTY SHALL BE PROPER LOCATION FOR THE OPETERMINATION OF DISSURES ARSANG LINDER THIS I FASE. I among and consent that you may serve me by resistanted or certified meal which will be sufficient to obtain a resistance of the bit by its via sync from behavior. DETERMINATION OF DISPUTES ARSING UNDER THIS LEASE. I agree and consent that you may serve me by registered or certified mail, which will be sufficient to obtain jurisdiction. I waive it is by jury in any action between

x			
PERSONAL GUARANTOR SIGNATURE	PRINT NAME	SOCIAL SECURITY NUMBER	DATED
x	·		
PERSONAL GUARANTOR SIGNATURE	PRINT NAME	SOCIAL SECURITY NUMBER	DATED

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MLI-003



June 18, 2009

Mitel Leasing 1140 West Loop North Houston, Texas 77055

# ADDENDUM TO LEASE AGREEMENT

The Lease Agreement styled as <u>The Cliff's Communities</u> should have been styled as <u>Cliff's Communities</u>, <u>Inc. The</u> This agreement is binding and will amend the agreement between Mitel Leasing and said Lessee in the name <u>The Cliff's Communities</u>.

Name: MRTY RITSCH

Title: TREASURER

(Must be completed by an Authorized Officer.)

JUN 3 O REC'D

The Cliffs Communities, Inc.
Corporate Offices
3598 Highway 11, Travelers Rest, SC 29690
(864) 371-1000 | Fax: (864) 371-1600
www.cliffscommunities.com

Cliffs Communities, Inc., The

# SCHEDULE 1 <u>Equipment itemization and system features</u>

# Walnut Coyes Sales

- Mile! Communications Director (MCD):- Solution Licenses MCD IP Phone licence
- Desktop Davides 6200/5300 IP Phones and Peripherals 5340 IP PHONE

## Returned

44 5312 50005847

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Walnut Çövê Club

- Mitel Communications Director (MCD) Solution Licenses MCD IP Phone licence
  - Desktop Devices 6200/5300 IP Phones and Peripherals 5330 IP Phone (Backla) 5312 IP Phone

### Valley Club

- Mitel Communications Director (MCD) Solution Licences, MCD, IP Progeticence
- Dasklop Devices 5700/5300 IP Phones and Penipherals

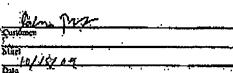
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## Springs Sales

- Mitel Communications Director (MCD) Solution Licenses MCD IP Phone license
- Desktop Devices 5200/5300 IP Phones and Peripherals.
- 5330 IP Phone (Backill)

Approved and Accepted by



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## Cliffs Communities, Inc., The

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#### Springs Club

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- Mital Communications Director (MCD) Solution Licenses MCD IP Phone licence
- Desitor Devices -5200/5300 IP Phones and Pertuberals 5340 IP-PHONE

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Kcoweo Towne Market

Returned A 5312' 60005847 '4 PI Licenses 82001161

Falls Sales

- Milel Communications Director (MCD) Solution Licenses
  MCD IP Phone licence
- Desktop Devices 5200/5300 IP Phones and Peripherals 5340 IP PHONE

Returned 85312 60005847 619 Licepsee , 82001183

Fallo Club

- Milel Communications Director (MCD) Solution Licenses MCD IP Prope licence
- Desition Devices 5200/5300/ IP Phones and Peripherals 5340 IP PHONE

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High Carolina

Mitel Communications Director (MCD) - Solution Licenses MCD IP Phone licence

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Classy Club

- Milet Communications Director (MCD) Solution Licenses MCD IP Phone Ilcance
- Desktop Devices 6200/6300 IP Phones and Peripherals. 5340 IP PHONE 5312 IP Phone

Keewee Vineyards

- Mitol Communications Director (MCD) Solution Licenses MCD IP Phone licence.
- Desktop Devices 6200/6500 IP Phones and Peripherals

Returned 11 5312 80005847 11 IP Licenses

Admin 1

- Mitel Communications Director (MCD) Solution Licenses MCDJP Phone licence
- Desktop Devices 5200/5300 IP Phones and Peripherals 5340 IP PHONE 5360 LP Phone

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3.

Cliffs Communities, Inc., The

1 55501F Console 50003071

## Admin 2

- Dealtop Devices 5200/8300 IP Phones and Peripherals: 5330 IP Phone (Buckli) \$380 IP Phone:

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28.6312 60006847 26 1P. Licenses #2001151

Doc Services

- Mital Communications Director (MCD) Solution Licenses
  1 MCD: Phone licenses
- Desktop Devices 5200/5300 IP Phones and Peripherals 5312 IP Phone

### La Bastide

- Mitel Communications Director (MCD) Solution Licenses
  8 MCD IP Phone licence
- Desktop Dovices \$200/6590 IP Phones and Peripherale 5312 IP Phone Roturned -2 5330 50005804 2 IP Ucensor

Approved and Accepted by

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# **SCHEDULE 1**

## The Cliffs 3300s

# Network and Systems Management

- 2 Management Access Point EMSU GBL
- 2 (AMC) 10 MANAGED SYS LIC ENTERPRISE MGR
- 1 EMBEDDED OPS MGR STD TO ENHANCED UPG
- 1 ENTERPRISE MANAGER WITH OPS MANAGER

# Professional Services - Implementation

- 27 Implementation 3300 and apps
- 4 Project Coordination Branch

## t pcat Servers

- 1 HP Care PAck NBD Hardware Support, 5 years
- 1 Microsoft Windows Server 2008 Standard- Single Server license
- 1 HP Memory 2 GB DDR II
- 5 Microsoft Windows Server 2008 1 user CAL
- 1 HP ProLiant DL320 G5p

# Admin 1/Preserve Health part of The Cliffs 3300s

	•
3300 IP Communications Platform	
JOUR IP COMMUNICATIONS DISHORM	- Coro Hordinoro and Caffinana
Sold in Communications Flationin	- Cure naruware ann Somware

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 2 DUAL T1/E1 TRUNK MMC
- 1 MXe AC POWER SUPPLY
- 1 MXe RAID SUB-SYSTEM
- 1 3300 MXe II
- 1 ASU II
- 1 3300 HDD 2PK FOR MXe
- 1 3300 MXe II EXPANSION KIT
- 1 24 port ONSp card
- 8 (AMC)3300 ONS LINE LICENSE

8 (AMC)3300 ONS LINE LICENSE	
Approved and Ascepted By:	·
11. 4/2	./, /.
Customer Marty Telach	Date: 4/30/09
Mitel Representative: Mun Man	Date: 4/31/01
MITEL	

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1 3300 INTEGRATED S/W PKG (500 DEVICES)

#### 3300 IP Communications Platform - Solution Licenses

- 140 (AMC)3300 IP PHONE LICENCE
- 90 (AMC)3300 -1 DEVICE LICENSE
- 45 (AMC)3300 1 ACD AGENT LICENSE
  - 2 (AMC)3300 DIGITAL LINK LICENSE
  - 1 (AMC)3300 IP NETWORKING LICENSE
  - 1 (AMC)3300 TENANTING OPTION
  - 4 3300 SIP TRUNK LICENSE

#### Consoles

1 5550 IP CONSOLE - NA DARK

#### Desktop Devices - 5200/5300 IP Phones and Peripherals

- DESI label creation CD
- 3 5212/5224 IP Phone Labels (qty 50)
- 147 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 15 CORDLESS HANDSET & MODULE NA
- 20 5330 IP Phone (Backlit)
- 127 5312 IP Phone
- 147 PWR CRD C7 2.5A 125V-NA PLUG

#### <u>Professional Services - Implementation</u>

- 86 Implementation 3300 and apps
- 7 Project Coordination Branch

#### **Training**

21 End User Training(SP) Branch

#### t pcat IP Products

1 (MP-118 /4FXS /4FXO /AC) 8 Channel Analog (4 FXS + 4 FXO) Media Gateway

#### Admin 2 part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 DUAL T1/E1 TRUNK MMC
- 1 MXe AC POWER SUPPLY
- 1 MXe RAID SUB-SYSTEM
- 1 3300 MXe II
- 1 3300 HDD 2PK FOR MXe
- 1 3300 INTEGRATED S/W PKG (500 DEVICES)

Approved and Accepted By:

Customer Marty Still

Date: 4/30/09

Mitel Representative: Date: 1/31/14

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Page

#### 3300 IP Communications Platform - Solution Licenses

- (AMC)3300 IP PHONE LICENCE
- 148 (AMC)3300 -1 DEVICE LICENSE
  - (AMC)3300 DIGITAL LINK LICENSE
  - (AMC)3300 IP NETWORKING LICENSE
  - (AMC)3300 TENANTING OPTION
- 45 RA (A-AMC)3300 Resilient ACD Agnt Licnse

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 5212/5224 IP Phone Labels (qty 50)
- 90 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 90 5312 IP Phone
- 90 PWR CRD C7 2.5A 125V-NA PLUG

#### Professional Services - Implementation

- 52 Implementation 3300 and apps
- 5 Project Coordination Branch

#### **Training**

14 End User Training(SP) Branch

# Valley Club/Weliness part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- PWR CRD C13 10A 125V-NA PLUG 3 PK
- **Dual DSP MMC**
- Quad CIM
- **ASUII**
- T1/E1 COMBO MMC II
- 1 24 port ONSp card
- 3300 CX
- 3300 GATEWAY S/W PKG (200 DEVICES)
- 10 (AMC)3300 ONS LINE LICENSE

#### 3300 IP Communications Platform - Solution Licenses

- 63 (AMC)3300 IP PHONE LICENCE
- 8 (AMC)3300 -1 DEVICE LICENSE
- (AMC)3300 1 MAILBOX LICENSE
- (AMC)3300 DIGITAL LINK LICENSE
- 3300 SIP TRUNK LICENSE

#### Desktop Devices - 5200/5300 IP Phones and Peripherals

- 2 5212/5224 IP Phone Labels (qty 50)

63 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES) Approved and Accepted By: Mitel Representative:

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- 63 5312 IP Phone
- 63 PWR CRD C7 2.5A 125V-NA PLUG

#### Professional Services - Implementation

- 43 Implementation 3300 and apps
- 5 Project Coordination Branch

#### Training

13 End User Training(SP) Branch

#### t pcat IP Products

1 (MP-118 /4FXS /4FXO /AC) 8 Channel Analog (4 FXS + 4 FXO) Media Gateway

#### La Bastid part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 Quad CIM
- 1 3300 ANALOG OPTION BOARD II
- 1 ASU II
- 1 24 port ONSp card
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (200 DEVICES)
- 12 (AMC)3300 ONS LINE LICENSE

# 3300 IP Communications Platform - Solution Licenses

- 8 (AMC)3300 IP PHONE LICENCE
- 63 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

#### Desktop Devices - 5200/5300 IP Phones and Peripherals

- 1 5212/5224 IP Phone Labels (qty 50)
- 8 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 2 5330 IP Phone (Backlit)
- 6 5312 IP Phone
- 8 PWR CRD C7 2.5A 125V-NA PLUG

#### **Professional Services - Implementation**

- 31 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

Approved and Accepted By:

Customer Muty Setuch

Date: 4/30/6

Mitel Representative: Lan Color

Date: 4/37/19



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8 End User Training(SP) Branch

#### Walnut Cove part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

#### 3300 IP Communications Platform - Solution Licenses

- 17 (AMC)3300 IP PHONE LICENCE
- 15 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 1 5212/5224 IP Phone Labels (qty 50)
- 17 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 17 5312 IP Phone
- 17 PWR CRD C7 2.5A 125V-NA PLUG

# **Professional Services - Implementation**

- 23 Implementation 3300 and apps
- 4 Project Coordination Branch

#### Training

8 End User Training(SP) Branch

# Walnut Cove Sales part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

#### 3300 IP Communications Platform - Solution Licenses

- 31 (AMC)3300 IP PHONE LICENCE
- 17 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE

1 (AMC)3300 TENANTING OPTION

Approved and Accepted By:

Customer: Land Felsel

Date: 4/30/09

Mitel Representative: Date: 4/30/09

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# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 1 5212/5224 IP Phone Labels (qty 50)
- 31 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 31 5312 IP Phone
- 31 PWR CRD C7 2.5A 125V-NA PLUG

#### Professional Services - Implementation

- 26 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

9 End User Training(SP) Branch

#### High Carolina Sales part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

# 3300 IP Communications Platform - Solution Licenses

- 15 (AMC)3300 IP PHONE LICENCE
- 31 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 1 5212/5224 IP Phone Labels (qty 50)
- 15 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 15 5312 IP Phone
- 15 PWR CRD C7 2.5A 125V-NA PLUG

#### Professional Services - Implementation

- 23 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

7 End User Training(SP) Branch

Approved and Accepted By:	Keowee Falls Club part	of The Cliffs 3300s
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Customer Many	felich	Date: <u> </u>
Mitel Representative:	Un ll Com	Date:
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# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

# 3300 IP Communications Platform - Solution Licenses

- 20 (AMC)3300 IP PHONE LICENCE
- 25 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 1 5212/5224 IP Phone Labels (gty 50)
- 20 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 20 5312 IP Phone
- 20 PWR CRD C7 2.5A 125V-NA PLUG

#### Professional Services - Implementation

- 24 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

8 End User Training(SP) Branch

#### Keowee Falls Sales part of The Cliffs 3300s

#### 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

#### 3300 IP Communications Platform - Solution Licenses

- 25 (AMC)3300 IP PHONE LICENCE
- 20 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 25 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 25 5312 IP Phone

25 PWR CRD C7 2.5A 125V-NA PLUG
Approved and Accepted By:

Customer Larly Titul Date: 4/30/09

Mitel Representative: Lan Can Date: 4/31/14

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# Professional Services - Implementation

- 24 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

8 End User Training(SP) Branch

# Keowee Towne Market part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

# 3300 IP Communications Platform - Solution Licenses

- 10 (AMC)3300 IP PHONE LICENCE
- 44 (AMC)3300 -1 DEVICE LICENSE
  - 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 10 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 10 5312 IP Phone
- 10 PWR CRD C7 2.5A 125V-NA PLUG

#### Professional Services - Implementation

- 21 Implementation 3300 and apps
- 4 Project Coordination Branch

#### Training

6 End User Training(SP) Branch

# Keowee Vineyards part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

3300 IP Communications Platform - Solution Licenses

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Mitel Representative: Date:



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- 44 (AMC)3300 IP PHONE LICENCE
- 10 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION
- 6 3300 SIP TRUNK LICENSE

#### Desktop Devices - 5200/5300 IP Phones and Peripherals

- 44 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 44 5312 IP Phone
- 44 PWR CRD C7 2.5A 125V-NA PLUG

#### **Professional Services - Implementation**

- 35 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

10 End User Training(SP) Branch

#### t peat IP Products

3 (MP-118 /4FXS /4FXO /AC) 8 Channel Analog (4 FXS + 4 FXO) Media Gateway

# Glassy Club part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

# 3300 IP Communications Platform - Solution Licenses

- 30 (AMC)3300 IP PHONE LICENCE
- 5 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 30 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 30 5312 IP Phone
- 30 PWR CRD C7 2.5A 125V-NA PLUG

#### Professional Services - Implementation

- 25 Implementation 3300 and apps
- 4 Project Coordination Branch

Approved and Accepted By:	
Customer Marty Felich	Date: 4/30/09
Mitel Representative: San Clar	Date: <u> </u>
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#### **Training**

8 End User Training(SP) Branch

# Glassy Sales part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

#### 3300 IP Communications Platform - Solution Licenses

- 16 (AMC)3300 IP PHONE LICENCE
- 30 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 16 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 16 5312 IP Phone
- 16 PWR CRD C7 2.5A 125V-NA PLUG

# <u>Professional Services - Implementation</u>

- 23 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

7 End User Training(SP) Branch

#### Document Services part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

#### 3300 IP Communications Platform - Solution Licenses

- 5 (AMC)3300 IP PHONE LICENCE
- 16 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

Approved and Accepted By:

Customer: Marty State

Date: 4/30/89

Mittel Representative: Date: 1/31/15

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#### Desktop Devices - 5200/5300 IP Phones and Peripherals

- 5 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 5 5312 IP Phone
- 5 PWR CRD C7 2.5A 125V-NA PLUG

#### **Professional Services - Implementation**

- 19 Implementation 3300 and apps
- 3 Project Coordination Branch

#### **Training**

6 End User Training(SP) Branch

# Mountain Park Sales part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- 1 PWR CRD C13 10A 125V-NA PLUG 3 PK
- 1 Dual DSP MMC
- 1 3300 CX
- 1 3300 GATEWAY S/W PKG (64 DEVICES)

# 3300 IP Communications Platform - Solution Licenses

- 31 (AMC)3300 IP PHONE LICENCE
- 16 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- 1 (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 31 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 31 5312 IP Phone
- 31 PWR CRD C7 2.5A 125V-NA PLUG

# Professional Services - Implementation

- 26 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

9 End User Training(SP) Branch

#### Springs Club part of The Cliffs 3300s

3300 IP Communications Platform - Core Hardware and Software
PWR CRD C13 10A 125V-NA PLUG 3 PK

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Date: 4/30/09

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Date: //7/1/13

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- 1 **Dual DSP MMC**
- 3300 CX
- 3300 GATEWAY S/W PKG (64 DEVICES)

# 3300 IP Communications Platform - Solution Licenses

- (AMC)3300 IP PHONE LICENCE
- 31 (AMC)3300 -1 DEVICE LICENSE
- (AMC)3300 1 MAILBOX LICENSE 1
- (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 18 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 18 5312 IP Phone
- 18 PWR CRD C7 2.5A 125V-NA PLUG

# Professional Services - Implementation

- 23 Implementation 3300 and apps
- 4 Project Coordination Branch

#### **Training**

End User Training(SP) Branch

# Springs Sales part of The Cliffs 3300s

# 3300 IP Communications Platform - Core Hardware and Software

- PWR CRD C13 10A 125V-NA PLUG 3 PK
- **Dual DSP MMC**
- 3300 CX
- 3300 GATEWAY S/W PKG (64 DEVICES)

#### 3300 IP Communications Platform - Solution Licenses

- 16 (AMC)3300 IP PHONE LICENCE
- 18 (AMC)3300 -1 DEVICE LICENSE
- 1 (AMC)3300 1 MAILBOX LICENSE
- (AMC)3300 TENANTING OPTION

# Desktop Devices - 5200/5300 IP Phones and Peripherals

- 16 48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
- 16 5312 IP Phone
- 16 PWR CRD C7 2.5A 125V-NA PLUG

# Professional Services - Implementation

- 22 Implementation 3300 and apps
- 4 Project Coordination Branch

Approved and Ageopted By: Date: 4 Mitel Representative:

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#### **Training**

7 End User Training(SP) Branch

# Contact Center Enterprise Edition rel. 5.5 US part of The Cliffs 3300s

# Mitel Customer Interactions Solutions

- 1 CCM EE 1-50 Agents
- 1 CCM EE Enterprise Node G/W
- 1 CCM EE 1-50 Resilient Agents

# Professional Services - Implementation

- 15 Implementation 3300 and apps
- 3 Project Coordination Branch

#### **Training**

7 End User Training(SP) Branch

#### t pcat Servers

- 1 HP Care Pack NBD Hardware Support
- 1 Microsoft Windows Server 2008 Standard 1 server license
- 1 HP Memory 2 GB DDR II
- 5 Microsoft Windows Server 2008 1 user CAL
- 1 HP ProLiant DL320 G5p

# Mitel Quick Conference rel. 1.0 US part of The Cliffs 3300s

#### **Application: Quick Conference**

- 1 Quick Conference 8 Port Starter Pack
- 5 AMC Quick Conf 4 port uplift
- 1 Quick Conference 1 YR Software Extension

#### **Professional Services - Implementation**

- 14 Implementation 3300 and apps
- 3 Project Coordination Branch

#### t pcat Servers

- 1 HP DVD-ROM
- 1 HP Care Pack NBD Hardware Support 5 years
- 2 HP Single Port Hard Drive 146 GB hot swap
- 1 HP ProLiant DL360 G5

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Customer Marly Setart	Date:4/30/09
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# Teleworker Solution part of The Cliffs 3300s

#### **Application: Teleworker Solution**

- 1 Teleworker Solution
- 1 TELEWORKER 5 PORT COMPRESSION LIC

# **Professional Services - Implementation**

5 Implementation - 3300 and apps

# Your Assistant rel. 5.0 US part of The Cliffs 3300s

#### Your Assistant

- 40 YA Lite 1 Additional Deskphone License
- 1 YA Lite 50 Additional Deskphone Licence
- 1 YA Lite 10 User Starter Pack

# **Professional Services - Implementation**

5 Implementation - 3300 and apps

#### t pcat Servers

1 Dell Optiplex 755

# Mobile Extension rel. 1.6 part of The Cliffs 3300s

#### **Application: Mobile Extension**

- 1 MOBILE EXTENSION BASE PACK (3300 ICP)
- 2 MOBILE EXTEN 10 user licenses(3300 ICP)

#### Professional Services - Implementation

1 Implementation - 3300 and apps

#### t pcat Servers

- 1 HP Care Pack NBD Hardware Support
- 1 HP Memory 2GB-DDRII
- 1 HP ProLiant DL320 G5p

# Office Watch Call Accounting part of The Cliffs 3300s

Approved and Appented By:	
Customer Marty Setach	Date: 4/30/09
Mitel Representative:	Date: 1/31/11
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#### **Other**

1 Office Watch Enterprise 500

# t peat Call Accounting and Internet Tracking

- 1 (OWM50) OfficeWatch Multi-Site 50 Extensions
- 2 (OWM100) OfficeWatch Multi-Site 100 Extensions

# NuPoint Unified Messaging Rel. 3.0 US part of The Cliffs 3300s

# 3300 IP Communications Platform - Solution Licenses

- 16 (AMC)3300 1 USER LICENSE
- 16 (AMC)3300 -1 DEVICE LICENSE

# NuPoint Messenger IP

- 1 (AMC) NPM IP-IP Integration Option
- 1 (AMC) NPM IP-PMS Integration
- 1 (AMC) NPM IP-Generic Hotel Prompts
- 1 NPM IP Standard UPL (8) 9-32 Ports
- 5 NuPoint Standard UM 1 User
- 1 NuPoint Standard UM 50 Users
- 1 NP-UM Standard 3.0 base Options bundle

# Professional Services - Implementation

- 59 Implementation 3300 and apps
- 5 Project Coordination Branch

#### **Training**

52 End User Training(SP) Branch

#### t pcat Servers

- 1 HP Care Pack NBD Hardware Support
- 1 HP Memory- 2GB- DDR II
- 1 HP ProLiant DL320 G5p

Approved and Accepted By:

Customer

Mitel Representative:

Date: 4/30/

Data: Selection

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# **SCHEDULE 1**

# Upgrades, Spares US

#### Other

- 9 Polycom QDX 6000 1 RMX SHIPPING
- 9 Premier 5 year support9 On Site Installation
- 1 VRMX1012 RMX 1000 Base System 1 1456-00286-001 Power Cord
- 1 5150-28649-001 Option License
- 1 4870-00472-004 On Site Install
- 1 4870-00472-112-005 5 Year Premier Support

Approved and Accepted By:	
Customer Munty Setach	Date: 4/30/09
Mitel Representative:	Date: 4/30/19
MITEL	

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# Sapplement to Equipment Lease for Additional Equipment (Add-ons)



Dear Customer. We've written this Supplement to Equipment Loase (Supplement) in simple and easy to read language because we went you to understand its torms. Please read your agreement carefully and feel free to ask us any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor indicated below Task Number 4415362 Supplament Number Supplementing Lease Number Months Left GREENVILLE 2876543 Fex 775-996-5456 THE CLIFFS COMMUNITIES, INC. 3598 HIGHWAY 11 29690 CK SC TRAVELERS REST 1140 West Loop North Lesser North Mitel Leasing, Inc. 713-844-0800 City 77055-7218 Texas Houston Lease Agreement. We agree to lease to you and you agree to lease from us the equipment and modifications listed below Description of Equipment Rented Total Monthly Rent Monthly Rent (Unit) Маке & Турс \$15 68 Quantity \$7,84 51015276 IP DECT STAND+HANDSET NA \$2 08 \$() 52 51005172 PWR CRD C7 2 5A 125V-NA PLUG \$6 72 \$3 36 54002763 MCD SIP USER LICENSE Equipment location, it other than the customer's address above Plus Tax \$24.48 2. Additional monthly rental payment. 3 Terms and conditions. You agree that all the terms and conditions contained in the Lease referred to above will apply to this Supplement 4 Terms and Rent. The term of this Supplement will be the number of months remaining under the original Lease described and numbered above at the time we accept this Supplement. The additional monthly rental for the equipment leased under this Supplement will be the emount listed in paragraph 2 above. The additional monthly rantal will be added to the rental payments stated in the Leese. You agree to Pay the combined payments on the due dates stated in the Lease for the remaining term of the Lease. 5. Additional Provisions You agree that this Supplement cannot be cancelled exept as provided for in the Lease You also agree that the equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, AND ANY ATTACHMENTS HERETO. MITEL LEASING, INC THE CLIFFS COMMUNITIES, INC. HTCMER NAME 1140 West Loop North 3598 HIGHWAY 11 MARING ADDRESS Houston, Texas 77055-7218 TRAVELERS REST, SC 29690 Ву TYPED NAME & TITTLE Date: DELIVERY AND ACCEPTANCE We certify that all the equipment and modifications described in the above Supplement have been delivered and installed and we have accepted it as satisfactory. PHINT HAME

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#### Supplement to TotalSolution Program for Software Assurance



Dear Customer: We've written this Supplement to the TotalSolution Program (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your egreement carefully and feel free to ask us any questions you may have about it. We use words you end your to mean the Customer. The words we, us and our refer to the Lessor indicated below.

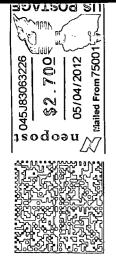
Software Assurance (SWA) coverage provides you with software Update Releases (which may include bug fixes, patches and/or minor feature enhancements) and software Upgrade Releases (which includes major feature enhancements, and may contain bug fixes and patches) for the epplicable product or products during the term without additional upgrade fees or charges for that software. Software Assurance does not include the labor and services to implement software Upgrade Releases for the covered product or products, nor does it cover the costs for any additional hardware should it be required for the software installation.

Supplement NumberSupplementing Lease Number	4274-02	F	OSTE	D	
Customer Name The Cliffs Communities		Addross 3598 Highway 11			
City Travelers Rest		State SC Zip		)	
Lessor Name Mitel Leasing, Inc.		Address 1140 West Loop No			
City Houston	State Texas	77055-7218	Phane (713)	844-0800	
· · · · · · · · · · · · · · · · · · ·	lease to you and you agree to lease fro	m us the Software Assurance pr	rovisions listed belo	w.	
Description of Software Ass				•	
Quantity	Description of SWA		Monthly Price	Total Monthly	
	See Attached Schedule 1	<del></del>		698.98	
				•	
		• "			
				1	
2. Additional Monthly payment: \$	ROR OR		}		
	ee that all of the terms and conditions co	ontained in the Lease referred to	above will apply to	this Supplement,	
Term and Rent. The term of the described and numbered above leased under this Supplement v	is Supplement will be the same number of the at the time we accept this Supplement, will be the amount listed in paragraph 2 a on the due dates stated in the Lease for	The additional monthly paymer bove which will be added to the	nt for the equipment payments stated in	t and/or software	
5. Additional Provisions. You agn	ee that this Supplement cannot be cance mily or household purposes. You ackno	lled except as provided for in the	e Lease. You also	agree that the software	
	NDERSTANDS, AND AGREES TO THE			TACHMENTS HERETO.	
The Cliffs Communities		MITEL LE	EASING, INC.		
CUSTOM	ER MAME		·		
3598 Hwy 11		1140 Wes	t Loop North	· · · · · · · · · · · · · · · · · · ·	
Travelers Box SC 29690	ADDRESS		ING ADDRESS TX 77055-721	8	
By Marty Se	Tune	By:	OU		
TREASURE	PC.		D MANICALTIFLE	~~~	
Date: 4/80/09		Date:	1/29/10	$O_{i}$	

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# HIERSCHE HAYWARD DRAKELEY URBACH

ATTORNEYS AND COUNSELORS

JAKNELS ALLES TOO SUITE 700
15303 DALLAS PARKWAY
ADDISON, TEXAS 75001 RECEIVED

To:

BMC Group, Inc.

Attn: Cliffs Claims Processing

P.O. Box 3020

Chanhassen, MN 55317-3020

 $^{BMC}$  GROUP MAY 07 2012