



<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA</b>		<b>PROOF OF CLAIM</b>	
Name of Debtor: <u>The Cliffs Club &amp; Hospitality</u>		Case Number: <u>12-01220</u>	
<small>NOTE: See reverse and attached for List of Debtors/Case Numbers/important details. Other than claims under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for Administrative Expenses arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503(a).</small>			
Name of Creditor (the person or other entity to whom the debtor owes money or property) : <u>"GEITS"</u> <u>GE Capital Information Technology Solutions Inc DBA IKON Financial Services</u>		<b>RECEIVED</b>  <b>MAY 07 2012</b>  <b>BMC GROUP</b>	
Name and address where notices should be sent:  29347868010640 Ikon Financial Services PO BOX 740540 Atlanta, GA 30374-0540			
Creditor Telephone Number <u>(800) 480 6513</u> email:		If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again. <b>THIS SPACE IS FOR COURT USE ONLY</b>	
Name and address where payment should be sent (if different from above): <u>PO Box 13708</u> <u>Macon, GA 31208</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. <b>Court Claim Number (if known):</b> _____ <b>Filed on:</b> _____
Payment Telephone Number <u>(800) 480-6513</u> email:			
<b>1. AMOUNT OF CLAIM AS OF DATE CASE FILED</b> \$ <u>617,015.02*</u>			
<p>If all or part of your claim is secured, complete item 4. <input checked="" type="checkbox"/> The Cliff's Communities is the primary obligor under the lease, however, in an abundance caution, if all or part of your claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> GEITS is filing a claim because the debtor has possession of the equipment.</p> <p><input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>			
<b>2. BASIS FOR CLAIM:</b> <u>Executory Contracts / Unexpired Leases</u> <small>(See instruction #2)</small>			
<b>3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:</b> <u>9477</u>		<b>3a. Debtor may have scheduled account as:</b> <u>1189477</u> <small>(See instruction #3a)</small>	<b>3b. Uniform Claim Identifier (optional):</b> _____ <small>(See instruction #3b)</small>
<b>4. SECURED CLAIM:</b> (See instruction #4)			
Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of time case filed, included in secured claim, if any: \$ _____	
<b>Nature of property or right of setoff:</b> Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____		Basis for Perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate: _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable <small>(when case was filed)</small>		Amount Unsecured: \$ _____	
<b>5. Amount of Claim Entitled to Administrative Expense status under 11 U.S.C. § 503(b)(9) or 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 administrative expense or priority and state the amount.</b>			
Amount entitled to priority: \$ _____		Amount entitled to administrative expense under 11 U.S.C. § 503(b)(9): \$ _____	
<b>You MUST specify the priority of the claim:</b>			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).		
<input type="checkbox"/> 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).	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).		
<input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).	<input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) ( _____ ).		
	<input type="checkbox"/> Value of goods received by the debtor within 20 days before the date of the bankruptcy filing - 11 U.S.C. § 503(b)(9).		
<small>* 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.</small>			
<b>Cliffs POC</b>  00552			
<b>6. CREDITS:</b> 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 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 definition of "redacted").  
**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

If the documents are not available, please explain:

**DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

**The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES OR EMAIL NOT ACCEPTED) so that it is actually received on or before 4:00 pm prevailing Eastern Time on May 31, 2012 for Non-Governmental Claimants OR on or before 4:00 pm prevailing Eastern Time on August 27, 2012 for Governmental Claimants.**

**BY MAIL TO:**  
 BMC Group, Inc  
 Attn: Cliffs Claims Processing  
 PO Box 3020  
 Chanhassen, MN 55317-3020

**BY MESSENGER OR OVERNIGHT DELIVERY TO:**  
 BMC Group, Inc  
 Attn: Cliffs Claims Processing  
 18675 Lake Drive East  
 Chanhassen, MN 55317

**8. SIGNATURE:** (See instruction #8)

Check the appropriate box.

- I am the creditor.       I am the creditor's authorized agent.  
 (Attach copy of power of attorney, if any.)       I am the trustee, or the debtor, or their authorized agent.  
 (See Bankruptcy Rule 3004.)       I am a guarantor, surety, indorser, or other codebtor.  
 (See Bankruptcy Rule 3005.)

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: Christine R. Etheridge  
 Title: Bankruptcy Specialist  
 Company: GFITS

Christine R. Etheridge 5/31/2012  
 (Signature) (Date)

Address and telephone number (if different from notice address above):  
1738 Bass Rd  
Macon, GA 31210  
800-480-6513

Telephone number:      email:

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.

**LIST OF DEBTORS:**

Case Name	Case Nbr
The Cliffs Club & Hospitality Group, Inc.	12-01220
CCHG Holdings, Inc.	12-01223
The Cliffs at Mountain Park Golf & Country Club, LLC	12-01225
The Cliffs at Keowee Vineyards Golf & Country Club, LLC	12-01226
The Cliffs at Walnut Cove Golf & Country Club, LLC	12-01227
The Cliffs at Keowee Falls Golf & Country Club, LLC	12-01229
The Cliffs at Keowee Springs Golf & Country Club, LLC	12-01230
The Cliffs at High Carolina Golf & Country Club, LLC	12-01231
The Cliffs at Glassy Golf & Country Club, LLC	12-01234
The Cliffs Valley Golf & Country Club, LLC	12-01236
Cliffs Club & Hospitality Service Company, LLC	12-01237

**IKON Financial Services**

Bankruptcy Administration  
P.O. Box 13708  
Macon, GA 31208-3708  
Phone: 1-800-480-6513  
Fax: 478-405-4043

CLASSIFICATION OF CLAIM

Debtor The Cliffs Club & Hospitality Group Inc et al  
Chapter 11  
Date Filed 2/28/2012  
Case # 12-01220

Lease #:	1189477 - 2312848		
Effective Date:	8/6/2008		
Equipment:	Canon	IRC4080I	C01067836
	Canon	IRC4080I	C01067939
	Canon	IRC4080I	C02022992
	Canon	IRC4080I	C01055439
	Canon	IRC4080I	C01067835
	Canon	IRC4080I	C02022993
	Canon	IRC4080I	C01055490
	Canon	IRC4080I	C01055350
	Canon	IR3025	C01084005
	Canon	IR3025	C01084007
	Canon	IR3025	C01084008
	Canon	IR3025	C01084006
	Canon	IR3035	C01084016
	Canon	IR3035	C01084015
	Canon	IR3035	C01084013
	Canon	IR3035	C01084014
	Canon	IR3035	C01084010
	Canon	IR3035	C01084012
	Canon	IRC3080I	C01084023
	Canon	IRC3080I	C01084018
	Canon	IRC3080I	C01084019
	Canon	IRC3080I	C01084021
	Canon	IRC3080I	C01084020
	Canon	IRC3080I	C01084017
	Canon	IRC3080I	C01084022
	Canon	IR3035	C01084009
	Canon	IPC7000VP	C01084090
	Canon	IR3045	C01084089
	ZZ	FLEX	MASTER
	Canon	IRC3080I	C01084699
UNSECURED PRIORITY CLAIM:	Administrative Claim		\$ -
UNSECURED NONPRIORITY CLAIM:	Pre Lease Default		\$ 384,878.00
<b>TOTAL:</b>			<b>\$ 384,878.00</b>

Lease #:	1189477 - 2312848A		
Effective Date:	10/6/2008		
Equipment:	ZZ Duplo 26In	0712135	
UNSECURED PRIORITY CLAIM:	Administrative Claim		\$ -
UNSECURED NONPRIORITY CLAIM:	Pre Lease Default		\$ 13,408.48
<b>TOTAL:</b>			<b>\$ 13,408.48</b>

Lease #:	1189477 - 2312848SP		
Effective Date:	8/6/2008		
Equipment:	Canon	IRC4080I	C01067837
	Canon	IRC4080I	C02023054
	Canon	IRC4080I	C02022994
	Canon	IR3035	C01084011
	Canon	IRC3080I	C01083297
	IK	PCP 1050+	C01084094
	Canon	IPC7000VP	C01084234
UNSECURED PRIORITY CLAIM:	Administrative Claim		\$ -
UNSECURED NONPRIORITY CLAIM:	Pre Lease Default		\$ 218,728.54
<b>TOTAL:</b>			<b>\$ 218,728.54</b>
			<b>Total Claim \$ 617,015.02</b>

**Image Management Agreement**

Number: 23/2878

This Image Management Agreement ("Agreement") has been written in clear, easy to understand language. Please take time to review the terms. When we use "you" or "your", we are referring to you, our Customer. When we use "we", "us", or "our" we are referring to IKON Financial Services. Our corporate office is located at 1738 Bass Road, Macon, GA 31210.

**CUSTOMER INFORMATION**  
Cliffs Communities Inc The

**Customer Billing Contact:** Steve Fender  
864-238-0337

Phone (ext) Fax/E-mail  
3508 Highway 11 P.O. Box 1649

Customer Billing Address (if different) SC 29890  
Travelers Rest State Zip

City County State Zip

Full Legal Name  
PO Box 1549 3598 Hwy 11

Customer Location Address SC 29890  
Travelers Rest State Zip

City County State Zip

**EQUIPMENT DESCRIPTION ("Equipment")**

Quantity	Equipment Description: Make, Model & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
11	IRC4080i C01067836, C01055439, C02022992	4	IR3025
	C01067939, C01087835, C01067837, C02022993,	8	IRC3080I
	C02023054, C02022994, C01055490, C01055350	1	PCP1050
1	IR3045	2	IPC7000VP
8	IR3035		

Check if Additional Equipment Schedule attached

**PAYMENT SCHEDULE**

Minimum Term (mos.)	Cost Per Image	Cost of Additional Images	Guaranteed Minimum Monthly/Quarterly/Other Images	Advance Payment of	Meter Reading/Billing For Additional Images
48	\$	\$ See below	0	\$ (tax included)	X Monthly
Minimum Payment Without Tax	Payment Due			Apply to 1 <sup>st</sup> Payment	Quarterly
\$ 31,812.00	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other			Other	Other

**ADDITIONAL PROVISIONS** (list here, if any): For the IRC4080's and the IRC3080 the color usage rate is .072 and all black and white usages .01. The IPC7000VP color usage will be .05 and all black and white at .01. All Black and white usage on the IR3045, IR3025, IR3035 and the PCP1050 at .01.

Sales Tax Exempt  Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) \_\_\_\_\_  
Addendum Attached  Yes (Check if yes and indicate total number of pages: \_\_\_\_\_)

**TERMS AND CONDITIONS**

- Use of Equipment Term.** You agree to use the Equipment listed above and pay the sums described above. **THIS AGREEMENT IS UNCONDITIONAL AND NON-CANCELABLE.** You agree to use this Equipment for the Minimum Term indicated above. You agree that the Equipment will be used solely for lawful business purposes and not for personal, family, or household purposes and the "Customer Location" is a business address. Our signature below will indicate our acceptance of this Agreement.
- Location of Equipment.** You will keep the Equipment at the customer location specified above. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.
- Ownership of Equipment Assignment.** We are the sole owner and titleholder to the Equipment. You will keep the Equipment free of all liens and encumbrances. **YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT** (which consent shall not be unreasonably withheld) You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us (You further agree that the additional terms and conditions on the next page of this Agreement are incorporated by reference into this Agreement.)

**AUTHORIZED SIGNER**

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO.

X [Signature] Date: 7/9/08 J. Scott Carlton Sr. VP Operations  
(Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

**PERSONAL GUARANTY** In consideration of IKON Financial Services entering into the above Agreement, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Agreement when they are due, and that the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that IKON Financial Services may modify the Agreement or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Agreement. I agree that IKON Financial Services need not notify me of any default under the Agreement and may proceed directly against me without first proceeding against the Customer or the Equipment, in which event, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse IKON Financial Services for any costs or reasonable attorney fees incurred in enforcing its rights. This continuing guaranty is a guaranty of payment and not of collection. I CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY

X \_\_\_\_\_ Date: \_\_\_\_\_  
Guarantor Signature City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ S.S.N.: \_\_\_\_\_  
(Printed Name of Guarantor, Do Not Include Title)


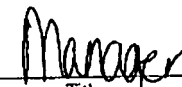
7/9/08  
[Handwritten initials]


4. **Taxes and Filing Costs.** In addition to the payments under this Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Equipment, even if billed after the end of the term of this Agreement. If we are required to file and pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you.
5. **UCC Filing.** To protect our rights in the Equipment in the event this Agreement is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Agreement as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
6. **Warranties.** We transfer to you, without recourse, for the term of this Agreement, any written warranties made by the manufacturer with respect to the Equipment. Since we are a finance company and neither the manufacturer nor the distributor of the Equipment, WE MAKE NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE. You acknowledge that you have selected the Equipment you are renting from us based on your own judgment and you hereby affirmatively disclaim reliance on any oral representation concerning the Equipment made to you.
7. **Maintenance of Our Equipment and Agency.** You agree to install (if required), use and maintain the Equipment in accordance with manufacturers' specifications and to use only those supplies that meet such specifications. You may elect to engage IKON Office Solutions, Inc. ("IKON") to provide maintenance services pursuant to a separate agreement for such purpose. You will keep the Equipment in good condition, except for ordinary wear and tear.
8. **Indemnity, Liability and Insurance.** (a) The parties to this Agreement will indemnify, defend and hold each other harmless from all claims arising out of the death or bodily injury of any agent, employee or business invitee of the indemnified party or the damage, loss or destruction of any tangible property of the indemnified party to the extent caused by the negligence or intentional acts or omissions of the indemnifying party. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. (b) Because you have possession and control of this Equipment, you are responsible for any damage, injury or loss caused by (or to) the Equipment or other property resulting from the use, misuse or possession of the Equipment or any accident or other casualty relating to the Equipment. We are responsible for damage or injury to third persons to the extent the damage or injury is caused by our negligent acts or omissions. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limit, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Agreement until the payment obligations are fully satisfied.
9. **Renewal and Return of Equipment.** After the minimum term or any extension, this Agreement will renew on a month-to-month basis unless either party notifies the other in writing at least 30 days prior to the expiration of the minimum term or extension. You must pay any additional payments due until the Equipment is returned by you and is received in good condition and working order by us or our designees. We will bear shipping charges so long as replacement Equipment is selected from IKON.
10. **Payments.** Payments will begin on the delivery date. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 herof). You agree to pay us each payment when it is due, and if any payment is not made within ten days of its due date, you agree to pay a one-time late charge of 5% or \$5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay \$25 for each check returned for insufficient funds or any other reason. If the term hereof exceeds 12 months, the Cost Per Image and the Cost of Additional Images may be increased up to 5% annually for each year beyond the initial 12-month period.
11. **Default.** If you do not pay any amount within thirty days of its due date, or breach any other term of this Agreement, you are in default. If you default, we have the right to exercise any and all legal remedies available to us by applicable laws, including Article 2A of the Uniform Commercial Code. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A AGAINST US (BUT NOT AGAINST THE MANUFACTURER). Additionally, we are entitled to all past due payments, and we may accelerate and require you to immediately pay us the future payments due under the Agreement present valued at the discount rate of 6% to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Agreement. We may

repossess the Equipment and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorney fees and any cost associated with any action to enforce this Agreement. This action will not void your responsibility to maintain and care for the Equipment, nor will IKON be liable for any action taken on our behalf. Default also includes your becoming insolvent, assigning assets for the benefit of creditors, filing for bankruptcy protection or failure of the guarantor to honor its commitment. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

12. **Business Agreement and Choice of Law.** YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF GEORGIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF GEORGIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS AGREEMENT. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
13. **No Waiver or Set off, Entire Agreement, Delivery & Acceptance Certificate.** You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the Agreement shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION. You agree that the terms and conditions contained in this Agreement represent the entire agreement between you and us and supersede all prior written or oral communications, understandings or agreements. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering document will not modify or affect this Agreement, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.
14. **Image Charges/Meters.** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any month/quarter/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than the manufacturer's recommended specifications for supplies, you will pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
15. **Counterparts, Facsimiles.** You acknowledge and agree that the IKON service commitments included on the "Image Management Commitments" page attached to this Agreement (collectively, the "Guarantees") are separate and independent obligations of IKON governed solely by the terms set forth on such page. They do not represent obligations of us under this Agreement and are not incorporated herein by reference. You agree that IKON alone is the party to provide all such services and is directly responsible to you for all of the Guarantees. We are the party responsible for financing and billing this Agreement, including, but not limited to, the portion of your payments under this Agreement that reflects consideration owing to IKON in respect of its performance of the Guarantees. Accordingly, you and we expressly agree that IKON is an intended party beneficiary of your payment obligations hereunder. This Agreement may be executed in counterparts. The counterpart that has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the single true original agreement for all purposes. If you sign and transmit this Agreement to us by facsimile, the facsimile copy, upon execution by us, shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limit, serial numbers), agreement identification numbers and/or dates in this Agreement. You agree that the facsimile of this Agreement manually signed by us, when attached to the facsimile copy signed by you, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of the Agreement containing your original manual signature.

Accepted by IKON FINANCIAL SERVICES:

	 Nehru Carter	 Manager	Date
Name	Authorized Signer	Title	Date

7/9/08  
  
 8/20/08

# IKON Financial Services

PO Box 9115, Macon, GA 31208-9115

## IMAGE MANAGEMENT/IMAGE MANAGEMENT PLUS AMENDMENT

THIS AMENDMENT ("Amendment") is dated as of the 13th day of August, 2008, to that certain agreement no. 1189477 ("Agreement") between IKON Financial Services ("we" or "us") and Cliffs Communities Inc., The as customer ("Customer" or "you"). All capitalized words used but not defined in this Amendment will have the meanings given to them in the Agreement. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

**Customer Information:**

Customer Name: Cliffs Communities Inc., The  
 Address: PO Box 1549  
 City: Travelers Rest County: Greenville State: SC Zip: 29690-1228

**Term of Amended Agreement:** This Amendment extends the current term of the Agreement as follows: As of the date of our acceptance of this Amendment, as indicated by our signature below, the current term of the Agreement is extended for 90 months ("Extension Period") from the current expiration date. Billing for the amended amount will begin on the first payment date after the date of acceptance of this Amendment and will be further adjusted, in each case as specified in the table below, on the first payment date following commencement of the Extension Period. Equipment added pursuant to this Amendment will be subject to the terms and conditions of the Agreement, as amended by this Amendment.

**Equipment Change:**

Equipment Change       Image Volume Change       Both

	Quantity	Make/Model	Beginning/Ending Meter	Serial #
Add	1	Duplo Cutter DF-660P 26" Guillotine		
Add				
Add				
Delete				
Delete				
Delete				

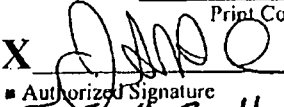
**Amended Billing:**

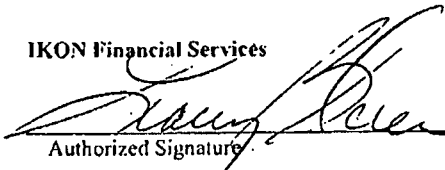
	Cost per Image	Guaranteed Minimum Monthly Images	Cost of Additional Images	Minimum Monthly Payment
From		All copies no minimums	.01 B/W	31612.00
To		All copies no minimums	.01 B/W	32279.00
At Commencement of the Extension Period				

**\*Upgrade Option:** At any time during, but in no event prior to, the Extension Period, upon satisfaction of the conditions below, we will permit you to replace on the terms set forth below any of the Equipment originally provided under the Agreement ("Original Equipment") with items of equipment supplied by IKON Office Solutions, Inc. ("IKON") of like or greater value and with additional features or enhanced technology ("Upgrade Equipment"). You will be eligible for the upgrade option described above only if (i) at the time of the effectiveness of your upgrade transaction you are not in default and satisfy reasonable prior credit review, and (ii) in connection with such upgrade transaction you enter into a new mutually satisfactory amendment (or comparable agreement) with a term at least equal to the original term under the Agreement (without giving effect to this Amendment) setting forth the specific terms and conditions relating to such Upgrade Equipment. You will not be eligible for such an upgrade option prior to the Extension Period. Upon the effectiveness of such an upgrade transaction, we will waive, for the remainder of the Extension Period, all payments which are not yet due and payable and which relate to those items of Original Equipment replaced by the Upgrade Equipment. The upgrade option described above and waiver of payments described above shall not apply to items of Equipment added to the Agreement pursuant to this Amendment. The Image Management Cost-Per-Image, the Cost of Additional Images, and the Minimum Payment under the new amendment (or comparable agreement) will be based on the new equipment requested and your new image volume commitment.

Customer acknowledges and agrees that subject to the upgrade option set forth above, the Agreement, as amended by this Amendment, is UNCONDITIONAL AND NON-CANCELABLE.

**Authorized Signatures:**

CUSTOMER: Cliffs Communities Inc., The  
Print Company Legal Name  
  
 Authorized Signature  
J. Scott Carlton Print Authorized Signer Name  
8/14/08 Date  
Sr. Vice President Title

IKON Financial Services  
  
Authorized Signature  
Tracy Gleier Print Authorized Signer Name  
Date  
Title  
Rev. 03/06

SEP 25 2008

Funding Specialist

1

**IKON Financial Services**  
PO Box 9115, Macon, GA 31208-9115

**IMAGE MANAGEMENT/IMAGE MANAGEMENT PLUS AMENDMENT**

THIS AMENDMENT ("Amendment") is dated as of the 20th day of September, 2009, to that certain agreement no. 1189477 2312848 ("Agreement") between IKON Financial Services ("we" or "us") and Cliffs Communities Inc, The, as customer ("Customer" or "you"). All capitalized words used but not defined in this Amendment will have the meanings given to them in the Agreement. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

**Customer Information:**

Customer Name: The Cliffs Communities Inc  
Address: PO Box 1549  
City: Travelers Rest County: \_\_\_\_\_ State: SC Zip: 29690-1228

**Term of Amended Agreement:** This Amendment extends the current term of the Agreement as follows: **YOU HEREBY ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE THAT, AS OF THE DATE OF OUR ACCEPTANCE OF THIS AMENDMENT, AS INDICATED BY OUR SIGNATURE BELOW, THIS AMENDMENT EXTENDS THE CURRENT TERM OF YOUR EXISTING AGREEMENT REFERENCED ABOVE BY ANOTHER ZERO (0) MONTHS ("Extension Period") FROM THE CURRENT EXPIRATION DATE.** (Initial: \_\_\_\_\_). Billing for the amended amount will begin on the first payment date after the date of our acceptance of this Amendment and will be further adjusted, in each case as specified in the table below, on the first payment date following commencement of the Extension Period. Equipment added pursuant to this Amendment will be subject to the terms and conditions of the Agreement, as amended by this Amendment.

**Equipment Change:**

Equipment Change       Image Volume Change       Both

	Quantity	Make/Model	Beginning/Ending Meter	Serial #
Add				
Add				
Add				
Delete	1	Canon IRC3080I		C01084020
Delete	2	Canon IR3035		C01084015, C01084010
Delete	2	Canon IR3035		C01084012, C01084009

**Amended Billing:**

	Cost per Image	Guaranteed Minimum Monthly Images	Cost of Additional Images	Minimum Monthly Payment
From		All copies, no minimums	.01 B/W	32279.00
To		All copies, no minimums	.01 B/W	31420.34

**\*Upgrade Option:** At any time during, but in no event prior to, the Extension Period, upon satisfaction of the conditions below, we will permit you to replace on the terms set forth below any of the Equipment originally provided under the Agreement ("Original Equipment") with items of equipment supplied by IKON Office Solutions, Inc. ("IKON") of like or greater value and with additional features or enhanced technology ("Upgrade Equipment"). You will be eligible for the upgrade option described above only if (i) at the time of the effectiveness of your upgrade transaction you are not in default and satisfy reasonable prior credit review, and (ii) in connection with such upgrade transaction you enter into a new mutually satisfactory amendment (or comparable agreement) with a term at least equal to the original term under the Agreement (without giving effect to this Amendment) setting forth the specific terms and conditions relating to such Upgrade Equipment. You will not be eligible for such an upgrade option prior to the Extension Period. Upon the effectiveness of such an upgrade transaction, we will waive, for the remainder of the Extension Period, all payments which are not yet due and payable and which relate to those items of Original Equipment replaced by the Upgrade Equipment. The upgrade option described above and waiver of payments described above shall not apply to items of Equipment added to the Agreement pursuant to this Amendment. The Image Management Cost-Per-Image, the Cost of Additional Images, and the Minimum Payment under the new amendment (or comparable agreement) will be based on the new equipment requested and your new image volume commitment.

Customer acknowledges and agrees that subject to the upgrade option set forth above, the Agreement, as amended by this Amendment, is UNCONDITIONAL AND NON-CANCELABLE.

**Authorized Signatures:**

CUSTOMER  
X By: [Signature] 12/8/09  
Authorized Signature Date  
STEVE SEMAN Dir of Purchasing  
Print Authorized Signer Name Title

IKON Financial Services  
By: [Signature] 12-9-09  
Authorized Signature Date  
Kathy STEVENS MAS  
Print Authorized Signer Name Title

**IKON Financial Services**  
PO Box 9115, Macon, GA 31208-9115

ADDENDUM ("Addendum"), dated as of the 13th day of August, 2008 that certain agreement no. 1189477 ("Agreement") between IKON Financial Services ("IFS", "we" or "us")

and Cliffs Communities Inc., The, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. In order to induce IFS to enter into the Agreement and any other equipment lease or rental agreements ("Additional Lease Agreements") between Customer and IFS hereafter entered into, and in order to further secure all of Customer's obligations to IFS under the Agreement and any such Additional Lease Agreements, Customer hereby grants to IFS a purchase money security interest in all of the equipment ("Equipment") covered by any equipment lease or rental agreements ("Existing Lease Agreements") now existing between Customer and IFS or any Additional Lease Agreement (in the aggregate) (including any replacements, substitutions, additions, attachments and proceeds) (collectively, the "Collateral"). Customer hereby authorizes IFS to file any financing statements covering the Equipment that are reasonably required by IFS. In the event of a default by Customer under the Agreement, any Existing Agreement or any Additional Lease Agreement, IFS shall be entitled to exercise any remedies provided for under the Agreement or under applicable law against any or all of the Collateral.

2. All capitalized words terms used but not defined in this Addendum will have the meanings given to them in the Agreement. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

**CUSTOMER:** Cliffs Communities Inc., The

Print Company Legal Name

X [Signature]  
Authorized Signature

8/14/08  
Date

J. Scott Carlton Sr. Vice President  
Print Authorized Signer Name Title

**IKON Financial Services**

[Signature]  
Authorized Signature Date

Tracy Gleier  
Print Authorized Signer Name Title

Tracy Gleier

SEP 25 2008



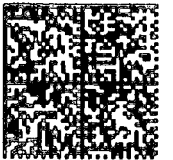
**KON Financial Services**  
Bankruptcy Administration

1738 Bass Road  
Macon, Georgia 31210-1043  
P.O. Box 13708  
Macon, Georgia 31208-3708

**KON Financial Services**<sup>SM</sup>

BMC Group Inc  
Attn: Cliffs Claim Processing  
PO Box 3020  
Chanhasen, MN 55317-3020

RECEIVED  
MAY 07 2012  
BMC GROUP



UNITED STATES POSTAGE  
FIRST CLASS  
\$01.50<sup>00</sup>  
02 1M  
0004222316  
MAY 03 2012  
MAILED FROM ZIP CODE 31210