UNITES STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA COLUMBIA DIVISION

IN RE:

THE CLIFFS CLUB & HOSPITALITY GROUP, INC., ET AL., d/b/a THE CLIFFS GOLF & COUNTRY CLUB

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CASE NO. 12-01220

§ CHAPTER 11

DEBTORS.

§ Jointly Administered

NOTICE OF MOTION FOR ALLOWANCE OF AND REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSE PRIORITY PURSUANT TO 11 U.S.C. §§ 503, 507 AND OPPORTUNITY FOR HEARING

TAKE NOTICE that Mitel Leasing, Inc. filed a Motion for Allowance of and Request for Payment of Administrative Expenses Pursuant to 11 U.S.C. §§ 503, 507 and Brief in Support (the "Motion").

A copy of the Motion and a proposed order accompanies this notice.

TAKE FURTHER NOTICE that any response, return, and/or objection to this Motion should be filed with the Court no later than twenty-one (21) days from service of Motion.

TAKE FURTHER NOTICE that no hearing will be held on this motion, except at the direction of the Court, unless a response, return, and/or objection is timely filed and served, in which case the Court will conduct a hearing on October 12, 2012, at 9:00 a.m., at 1100 Laurel Street, Columbia, South Carolina. No further notice of this hearing will be given.

Date: September 14, 2012

s/J. Ronald Jones, Jr.
J. Ronald Jones, Jr.
U. S. District Court ID 5874
CLAWSON AND STAUBES, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC 29492
Telephone: (843) 577-2026

Charleston, South Carolina

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UNITES STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA COLUMBIA DIVISION

IN RE:

THE CLIFFS CLUB & HOSPITALITY GROUP, INC., ET AL., 1 d/b/a THE

CLIFFS GOLF & COUNTRY CLUB

DEBTORS.

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CASE NO. 12-01220

§ CHAPTER 11

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§ Jointly Administered

MOTION OF MITEL LEASING, INC. FOR ALLOWANCE OF AND REQUEST FOR PAYMENT OF ADMINISTRATIVE EXPENSES PURSUANT TO 11 US.C. §§ 503, 507

AND MEMORANDUM IN SUPPORT

COMES NOW, Mitel Leasing, Inc. ("Mitel") and hereby files this, its Motion to for Allowance of and Request for Payment of Administrative Expenses Pursuant to 11 U.S.C. §§ 503, 507 and Brief in Support (the "Motion") and, in support thereof, respectfully submits as follows:

Factual Background

1. Mitel is a telecommunications service provider. On or about April 30, 2009, Mitel entered into a 60-month lease agreement for telecommunications equipment with Cliffs Communities, Inc. (hereinafter "Cliffs Communities"), the parent company of Debtors (the "Lease"). Under the Lease, Mitel was to provide telecommunications equipment to various locations belonging to Debtors, at Cliffs Communities' request. A copy of the Lease is attached hereto as Exhibit "A" and

¹ Debtors, followed by the last four digits of their respective taxpayer identification number, are as follows: The Cliffs Club & Hospitality Group, Inc. (6338); CCHG Holdings, Inc. (1356); The Cliffs at Mountain Park Golf & Country Club, LLC (2842); The Cliffs at Keowee Vineyards Golf & Country Club, LLC (5319); The Cliffs at Walnut Cove Gold & Country Club, LLC (9879); The Cliffs at Keowee Falls Golf & Country Club, LLC (3230); The Cliffs at Keowee Springs Gold & Country Club, LLC (2898); The Cliffs at High Carolina Golf & Country Club, LLC (4293); The Cliffs at Glassy Golf & Country Club, LLC (6559); The Cliffs Valley Golf & Country Club, LLC (6486); and Cliffs Club & Hospitality Service Company, LLC (9665).

incorporated herein by reference. Pursuant to the Lease, Mitel installed telecommunications equipment at various locations owned by Debtors and designated by Cliffs Communities.

- 2. On February 28, 2012, Debtors filed for Chapter 11 bankruptcy in this Court.
- 3. Debtors used and continue to use Mitel's telecommunications equipment at their various locations post-petition, and the bankruptcy estates have benefitted therefrom. To date, Debtors have failed to pay for these post-petition services in the amount of \$101,249.45 (the "Administrative Claim"). A true and correct copy of a summary of the Administrative Claim is attached hereto as Exhibit "B" and incorporated herein by reference (hereinafter the "Summary"). Mitel has received no compensation for these services from Cliffs Communities or any other entity.

Relief Requested

4. Pursuant to 11 U.S.C. §§ 503,507, Mitel respectfully requests the Court enter an order compelling payment of the Administrative Claim. The Administrative Claim represents the reasonably equivalent value of the benefit conferred on the Debtors for their post-petition use of Mitel's telecommunications equipment. Mitel respectfully requests that the Court enter an order compelling the Debtor to pay the Administrative Claim within ten (10) days of entry of such order.

Brief In Support

Mitel is entitled to payment of its Administrative Claim because it has conferred a benefit on Debtors' bankruptcy estates. The Bankruptcy Code affords first priority to

payment of the "actual, necessary costs and expenses of preserving the estate." 11 U.S.C. §§§ 503(b); 507(a)(1). A debt that arises post-petition is entitled to be treated as an administrative expense if it is "ordinarily incident to the operation of the estate's post-petition business." See In re Lucre, Inc., 434 B.R. 807, 822 (Bankr. W.D. Mich. 2010). In other words, a third party confers a benefit on a debtor if its provision of goods or services "ehance[s] the ability of the debtor-in-possession's business to function as a going concern." Matter of TransAmerican Natural Gas Corp., 978 F.2d 1409, 1416 (5th Cir. 1992). A debtor's use of telephone services or equipment in its post-petition business benefits the bankruptcy estate. See e.g., In re Midway Airlines Corp., 406 F.3d 229, 233 (4th Cir. 2005); see also In re Lucre, Inc., 434 B.R. at 822 (Bankr. W.D. Mich. 2010).

The principle behind priority status for administrative claims is "to prevent unjust enrichment of estate..." *Matter of TransAmerican*, 978 F.2d at 1419-1420.

Administrative status encourages third parties to provide necessary goods and services to a debtor post-petition. *Id.* at 1420. Accordingly, administrative claimants are entitled to the reasonable value of the benefit they concurred on a debtor during bankruptcy. *Id.* at 1419-1420. Under circumstances involving a lease, the contractual rate is presumed to represent reasonable value. *See In re D.M Kaye & Sons Transport, Inc.*, 259 B.R. 114, 123 (Bankr. S.C. 2001); *see also In re Aerospace Technologies, Inc.*, 199 B.R. 331, 340 (Bankr. M.D.N.C. 1996).

Debtors have used and continue to use Mitel's telecommunications equipment in their ordinary course of business. Site assessments by Mitel have revealed that Mitel installed and Debtor has used equipment under the Lease at a minimum of twelve

locations belonging to Debtors.² (See Ex. A). Debtors have continued to operate their businesses, which inherently involve the use of telecommunications equipment, throughout the bankruptcy cases. Therefore, it is clear Mitel has conferred a benefit on the bankruptcy estates by "enhance[ing] the ability of the debtor-in-possession's business to function as a going concern." TransAmerican, 978 F.2d at 1416.

The Administrative Claim reflects the value of the benefit Mitel has conferred on Debtors throughout the bankruptcy cases. The Summary reflects Mitel's invoices calculated in accordance with the Lease for use of Mitel's equipment provided postpetition to date. (See Ex. B). Because these invoices were issued pursuant to the Lease terms, they presumably represent the fair and reasonable value of the benefit conferred on Debtors. Accordingly, the Court should grant this Motion and compel payment of the Administrative Claim within ten (10) days.

WHEREFORE PREMISES CONSIDERED, Mitel respectfully requests this Court grant this Motion to Allow Payment of Administrative Expenses and direct payment of the Administrative Claim within ten (10) days of such order, and for such further relief, both at law and equity, to which Mitel is entitled.

Respectfully submitted,

S/J. Ronald Jones, Jr.
J. Ronald Jones, Jr.
District Court Number 5874
CLAWSON AND STAUBES, LLC
126 Seven Farms Drive, Suite 200
Charleston, SC 29492
Telephone: (843) 577-2026

² These properties include two administrative offices, and sales and club houses owned by Keowee Vineyards, Walnut Cove, Keowee Falls, Keowee Springs, High Carolina, Glassy, and Cliffs Valley.

HIERSCHE, HAYWARD, DRAKELEY & URBACH, P.C.

Russell W. Mills, TX Bar #00784609 Nicole L. Hay, TX Bar #24078642

15303 Dallas Parkway, Suite 700 Addison, Texas 75001 Ph: 972-701-7000 Fax: 972-701-8765

ATTORNEYS FOR MITEL LEASING, INC.



Schedule 1

INSTALLING COMPANY LEASE NUMBER Mitel SUBLEASE ACCOUNT NO. CITY Greer COUNTY RENT COMMENCEMENT DATE: Spartanburg SCHEDULE OF PAYMENTS STATE MONTHLY PAYMENTS OF \$ 15,717.33 60 SC 29651 EXCEPT AS OTHERWISE INDICATED BELOW. LOCATION OF EQUIPMENT OTHER 60 Days deferred payments after Install 3598 Hwy 11 PAYABLE AT SIGNING OF THE LEASE (Check one) Travelers Rest STATE ZIP SC 29690

LIST OF EQUIPMENT ATTACHED

LESSEE (FULL LEGAL NAME)	DELIVERY AND ACCEPTANCE OF EQUIPMENT
The Cliffs Communities	AM AUTHORIZED AND HEREBY CERTIPY ON REHALS OF THE LEGGER THAT
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3598 Highway 11	USE HAS BEEN SATISFACTORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.
CITY COUNTY SYATE ZIP	
Travelers Rest Greenville SC 29690	
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BY X Marty Sitach (AUTHORIZED SIGNER)	DATE
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Lessee (Full Logal Name) The Cliffs Communities

Account Number 204846_GNB2599244



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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: A

Date: 12-14

Print Name: MARCY Cy

Location Of Equipment if other than above:

Address:

City, State, Zip:

Phone Number:

Installing Branch

Branch Name:

Mitel Greenville

Address:

2355 Hwy 1018, Sto J

City, State, Zip: Greer, SC 29651

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

Supplement to Equipment Lease Par Additional Equipment (Add-ons)



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Days Custories: We've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language bacquas we want you to undividing its terms. Please read your agreement calculated had held to ack us any questions you may have about it. We use words you and your londers this Costomer. The words we, us and our teler to the Leasor Indicated believ. Supple nonting eases himser_ Bandl Chifs Communities, Inc., The 3598 Hwy 11 Travelers Rest SG 29690 CHISOLAN Mitel Leasing, Inc. 1140 West Loop North Texas Houston 77065-7218 (713) 844-0800 1. Laste American. We sure to least to you and you egied to least from us the confinent and modifications listed below Description of Equipment Added Make & Type Total Monthly Monthly (per unit) 18 hiltel 5330 IP Phones 118.23 Equipment kication, if other than quatomer's address above ¢* Additional Monthly payment \$118,23 A parament conclusion. You egine that all of the leans and concluses contained in the Lease research to above with apply to this Supplement, except the state from the term of this Supplement will be the number of mouths remaining under the contained Lease described and numbered above in the limit with circuit his Supplement. The additional mouthly payment for the equipment that described and numbered above in the limit with order this Supplement will be the amount listed in payments on the Custom that the lease. You agree to pay the combined and the lease of the contained limit the lease. 6. Additional Provisions. You agree that this Supplement cannot be candalled except as provided for in the Lease. You also agree that the aquiplinant will not be used for personal family or household purposes. You connected the design of a copy of this Supplement. Customer acknowledges, understands, and agrees to the terms on this facing page, and any attachments hereto. CBFS Communities, Inc., The MITEL LEASING, INC. 3598 Hwy 11 1140 West Loop North Travelers Rest. SC 29890 Houston, TX 77065-7218 Date: 12/11/09 Date. DELIVERY AND ACCEPTANCE We carify that all of the equipment and modifications described in the above Supplement have been delivered and installed and we have accepted it as satisfactory.

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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 tenguage because we next you to understaind its terms. Please mod your agreement carefully and feel free to book to 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 Lassor Indicated polow. IB127331 Supplemental sales supplement CVACO CAN DELLA 73598 Hwy 11 Oliffe Communities, Inc., The SC SC Travelers Rest ^{2\$}29690 Mitel Leasing, Inc. 1140 West Loop North Houston Texas 77055-7218 (713) 844-0800 1. Lease Adresment. We spree to lease to you and you agree to lease from us the equipment and modifications listed below. Description of Equipment Added Mela & Type 18V Phyer Adepter Outonoty 35 Total Monthly 35 Power Colds 27,08 Equipment location, it office than contomer's address above 2 Actifional Monthly payment: \$27.05 Tends and contilions. You agree that all of the lams and conditions contained in the Lease referred in above will apply to this Supplement, except as stated in personal 4 below. 4. This northest the term of this Sopration; will be the number of months remaining upday the driving Lease described and numbered above at the time we accept this Supplement. The administractive psymbolicity administrative stated in the Lease. You agree to pay the combined in the psymbols under the Lease. You agree to pay the combined beyond the droved the droved to the translating faint of the Lease. You agree to pay the combined beyond the droved the stated in the Lease. You agree to pay the combined beyond the droved the stated to the state. asyments on the discreties specified in the supplement of the terms of the provided for hithe lease. You also agree that the supplement additional provided for hithe lease. You also agree that the education will not be used for personal taking or household humpested. You addition work event of a copy of this supplement customer acknowledge receipt of a copy of this supplement.

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Lessee (Full Legal Name) The Cliffs Communities

Account Number 204846



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## Delivery and Acceptance of Equipment

LESSEE

The Cliffs Communities

Address:

3598 Hwy 11

City, State, Zip: Travelers Rest, SC 286

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.

Print Name: 🥒

Location Of Equipment if other than above:

Address: City, State, Zip: Phone Number:

#### Installing Branch

Branch Name: Milel Greenville

Address:

2356 Hwy 1018, Ste J

City, State, Zip: Greer, SC 29651

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

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Lessee (Full Legal Name) The Cliffs Communities

Account Number 204846_



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## 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 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.

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 1018, Ste J

City, State, Zin: Greer, SC 29651

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

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Lesser (Full Legal Name) The Cliffs Communities

Account Number 204846_



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## Delivery and Acceptance of Equipment

LESSEE:

The Cliffs Communities

Address:

3598 Hwy 11

City, State, Zip: Trevelere 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 acceptancois signed.

Date: 12-14-09

Location Of Equipment if other than above:

Address: City, State, Zip: Phone Number:

## Installing Branch

Branch Name: Milel Greenville

Address:

2355 Hwy 1016, Ste J

City, State, Zip: Greer, SC 29651

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

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DEC-14-2009 14:11 From: INTERT.

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Approved and Accepted By,

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



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



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	DELIVERY AN	D ACCEPTANCE	······································		
We confify that all of the equi	pment and modifications described in the abo	rve Supplement have been d	elivered and installed an	d we have accepted it	
x born Prox	Joshun Terry Sr	com municipan	Manager	12/14/09	
- New New York				1	
	t and	-106	m. K		



TotalSolution Program Lease Agreement Account No.

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 lease indicated below. The words we, us, and our refer to the leaser indicated below. The words the lease of the leaser indicated below. The words the lease 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 to

upon your execution of this lease and acceptance and derivery of the equipment. Therefore, your agreement concerning the rease 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 <u>TotalSolution Program Service Agreement</u> (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 end made a part hereof for all purposes. Payments for equipment added by Supplement to Lease Agreement which specific Schedule 1 of this agreement end made a part hereof for all purposes. Payments for equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, You may also request that additional 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 to Lease Agreements.

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

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 officer of Mitel Leasing, Inc. is suthorized to waive or change any term or condition of this lease and no change is valid until and unless it is reduced to writing and signed by both parties. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATBOEVER 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 SERVICES, NOR SHALL, WE BE RESPONSIBLE FOR THE PROGUREMENT; 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

5. TERM: The lease term will start on the date that any equipment is delivered to you or your agent as specified on Schedule 1'e ("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 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. Thereafier, 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 countercialm for any reason whatsoever. You authorize us Your obligation to pay rentels to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoewer. You authorize us to have setting in mining to have setting and other identification data about the equipment, as well as other ornitted 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 \$60.00) to relimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not self, transfer, assign or sublease the equipment or this lease. We may, without notifying you, self, easign 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, end 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 the lease.

7. OWNERSHIP AND OURST END COVERST 104 or 105.

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

7. OWNERSHIP AND QUIET ENLOYMENT: We are the owner of and have file to the equipment, if any other person attempts to claim ownership of the equipment by asserting that claim against you or through you due to acts or omissions by you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep 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 tarms in this lease, we agree that you shall glue us and enjoy the equipment.

8. CARE, USE AND LOCATION; LOSS OF EQUIPMENT: We are not responsible for interbilling and keeping the equipment in good working order and repair. The Branch has provided for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and lear and form any other kind of loss while you have the equipment or white it is being delivered to you. Even if the equipment is damaged or lost, you agree to confinue to pay tent. You will keep and use the equipment only all your addresses shown on all Schedule 1%; 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 from those addresses unless you get our written permission in advance.

9. TAXES AND EEES: You agree to approach property taxes that will not the equipment to the expense unless that we have the right each year to estimate the yearly personal property taxes that will

SOURCES AND FEES: You agree to pay when due all taxes relating to this tease, 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 astimated 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 ting property tax statements, so long as the ting does not interfere with your right to use the equipment.

10. INDEMINITY: 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 datins for such losses or injuries. This indemnity shall continue even effer the lerm of this lease has expired.

11. INSURANCE: You agree to make all payments when due under this lease regardess of the cause of physical damage loss to the equipment. You agree to maintain, all your expense, a general public fability insurance policy, covering both personal injury and property damage, from enyone 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 base or damage to the equipment, you agree that such insurance proceeds are to be paid to us to the extent of your rental obligations under this lease.

CUSTOMER INITIALS DATE

LEAGING INITIALS

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#### Case 12-01220-iw Doc 701-1 Filed 09/14/12 Entered 09/14/12 16:32:28 Index Exhibit A Page 24 of 26

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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 creditors, or enter (voluntarity or involuntarity) a bankruptory proceeding, you will be in default. If your default is caused by your failure to make any payment when due, we can, after (on (10) days written notice, enter your premises and descrivate 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 are the remaining belance of all of the rental payments are required that you gat be as the remaining belance of all of the rental payments are required that you gat be used to prove the rental you gat to use our residual interest in the equipment. You also agree to pay us interest on all sums due us from the date of default unit paid at the rette of one and one-half (1924) percent per month, but only to the extent permitted by law. If your default is caused by your breaking any 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 attempt for enforcement or collection, 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, which sum is agreed to be five (5%) percent of the original cash price by us of the repossession described above, (b) the reductive to a reflect of the remaining behavior, and (c) any remaining debt owed by you to us, then we shall give you a credit for the amount of such access. You agree that we do not have to notify you that we are selling the equipment to the promaining debt owed by you to u

13. OTHER RIGHTS: You agree that any datay 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 13. OTHER RIGHTS: You agree that if any part is determined to be unenforceable, all other parts with remain in full force and effect. If the occurrent is not found to be a lease, then you grant us a security interest in the equipment, and you advocwdope and agree 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*) shancing statements or related frings, as well as the right to sign your name to any such frings 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 explires, or is earlier terminated, you shall allow us or our designated agent, upon three (3) days' notice, the

lems of any Purchase Option Letter that we have issued to you, then when this lease expires, or is easier 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 explation 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 morth 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 returned your security deposit without interest to you or at your direction apply it towards the purchase of the equipment to us have fulfilled all of your obligations to us under this lease, we will either returned your security deposit without interest to you or at your direction apply it towards the purchase of the equipment of the equipment to under this lease, we will not the extend 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 end us and it may not be altered, emended, modified, terminated or otherwise changed except in writing and algreed 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 this 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 and said by you at the time of the next due rental payment. If any notices are required under this lease, has placed on all Schedule 1's and Supplement to Lease Agreements.

18. LATE CHARGES: This Lease by certified or registered mail, postage prepaid. This lease is from the benefit of and is binding upon you and your personal representatives, successors and assigns

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 ACKNOW, EDGES LINDEDSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON DOTAL THE PROSTANDS AND CONDITIONS ON DOTAL THE PROSTANDS AND CONDITIONS OF THE PROSTANDS AND CONDI

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The Cliffs Communities	THE UNDERSIGNED AGREES TO ALLOW LESSOR TO PROCESS MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT VIA AUTOMETED CLEARING HOUSE (ACH)
9698 Hwy 11	ABA / Routing and Transit #  Checking Account #
Travelers Rest Greenville SC 29690	Offecking Possering
PHONE NO. ( 884 ) 371-1000	AUTHORIZED OFFICER'S SIGNATURE
THE UNDERSIGNED AGREES THAY THE ROUPAENT SHALL BE USED FOR BUSINESS PURPOSES AND AGREES THAY NO MODIFICATION TO THE LEADE WILL BE EFFECTIVE UNLESS MADE IN WRITING AND SIGNED BY BOTH PARTIES.)	Print Name:  TITLE:  OATE:
AUTHORIZED OFFICER'S SIGNATURE	ACCEPTED: INTEL LEASING, INC., LESSOR 1140 WEST LOOP NORTH, HOUSTON, TEXAS 77055
Print Name: MARRY RITSCH  TIME: TREASURATE DATE: 4/50/09  Email MKNTSCH & CLIPS COMMUNIOUS, Com	PATE: SUSAN OHO-1P DATE: 111410

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X PERSONAL GUARANTOR BIGNATURE	PRINT NAME	SOCIAL SECURITY NUMBER	DATED
<b>v</b> :			
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: METH RITSCH

Title: TREASURER

(Must be completed by an Authorized Officer.)

JUN 3 O REC'D

: 3:

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

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## SCHEDULE 1 Equipment Itemization and system features

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Approved and Accapted by

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## **EXHIBIT "A" CONTINUED**

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  -2 6212 IP Phone
  -3 6212 IP Phones and Perightskale

Approved and Accepted by

### SCHEDULE 1

### The Cliffs 3300s

### Network and Systems Management

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

### Professional Services - Implementation

- Implementation 3300 and apps 27
- **Project Coordination Branch**

### t pcat Servers

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

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

	3300 IP	Communication	ns Platform - Core	Hardware and	Software
--	---------	---------------	--------------------	--------------	----------

- PWR CRD C13 10A 125V-NA PLUG 3 PK
- DUAL TI/E1 TRUNK MMC
- MXe AC POWER SUPPLY
- MXe RAID SUB-SYSTEM
- 3300 MXe II
- ASU II
- 3300 HDD 2PK FOR MXe
- 3300 MXe II EXPANSION KIT
- 24 port ONSp card

(AMC)3300 ONS LINE LICENSE Approved and Accepted By: Mitel Representative:

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}	3300	INTEGRATED	S/W PKG	(500 DEVICES)
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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

- 1 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

Professional Services - Implementation

- 86 Implementation 3300 and apps
- 7 Project Coordination Branch

Training

- 21 End User Training(SP) Branch
  - t_pcat_IP Products
    (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 TI/E1 TRUNK MMC
- 1 MXe AC POWER SUPPLY
- 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 File

Date: 4/30/09

Mitel Representative:

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Data: 1/31/11

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	<u>Professional Services - Implementation</u> Implementation - 3300 and apps
62 5	Project Coordination Branch
5	Project Coordination Branch
	Training
14	End User Training(SP) Branch
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	Valley Club/Wellness part of The Cliffs 3300s
	Valley Clabs Wellions part of the Chile Cours
	3300 IP Communications Platform - Core Hardware and Software
1	PWR-CRD C13 10A 125V-NA PLUG 3 PK
	Dual DSP MMC
	Quad CIM
1	ASU II
1	T1/E1 COMBO MMC II
1	24 port ONSp card
1	3300 CX
1	3300 GATEWAY S/W PKG (200 DEVICES)
10	(AMC)3300 ONS LINE LICENSE
	3300 IP Communications Platform - Solution Licenses
00	(AMC)3300 IP PHONE LICENCE
63	(AMC)3300 P PHONE LICENSE
8 1	(AMC)3300 - 1 MAILBOX LICENSE
i	(AMC)3300 DIGITAL LINK LICENSE
2	3300 SIP TRUNK LICENSE
	Desktop Devices - 5200/5300 IP Phones and Peripherals
2	5212/5224 IP Phone Labels (qty 50)
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Approved	and Accepted By:
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63 PWR CRD C7 2,5A 125V-NA PLUG

### Professional Services - Implementation

- 43 Implementation 3300 and apps
- 6 Project Coordination Branch

### Training

13 End User Training(SP) Branch

### t peat 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

<u>Training</u>

Approved and Accepted By:

Murty Setart

Date: 4/30/09

Mitel Representative:

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Date: 4/31/11



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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
- 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

- 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
- (AMC)3300 TENANTING OPTION

Approved and Accepted By:

Customer Marty File

Date: 4/50/09

Mitel Representative:

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Date: 4/21/15



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Desktop Devices -	5200/5300	<b>IP Phones</b>	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
- 1 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:

Customer Limit Telin Date: 4/30/09

Mitel Representative: Date: 4/10/11

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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
(AMC)3300 IP PHONE LICENCE
(AMC)3300 -1 DEVICE LICENSE
(AMC)3300 - 1 MAILBOX LICENSE
(AMC)3300 TENANTING OPTION
Desktop Devices - 5200/5300 IP Phones and Peripherals
5212/5224 IP Phone Labels (qty 50)
48VDC ETNT PWR ADPT 100-240V 50-60Hz(ES)
5312 IP Phone
PWR CRD C7 2.5A 125V-NA PLUG
Professional Services - Implementation
Implementation - 3300 and apps
Project Coordination Branch
Training
End User Training(SP) Branch

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

	3300 IP Communications Platform - Colo Haldware and Colon
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

20 25 1

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24

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25 PWR CRD C7 2.5A 125V-NA PLUG

Approved and Accepted By:	
Customer Muly Fitish	Date: 4/30/09
Mitel Representative: San Colon	Date: 4/71/11
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- 24 Implementation 3300 and apps
- 4 Project Coordination Branch

### **Training**

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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
- 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 126V-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

Approved and Accepted By:

Customer Carle

Date: 450/09

Mitel Representative:

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Date: 1/31/1



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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

(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 Telah

Date: 4/30/09

Mitel Representative: Date: 4/31/2

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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

- 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

### Professional Services - Implementation

- 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 126V-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 Stellar Date: 4/30/69

Mitel Representative: Date: 4/31/15

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evices - 5200/		

- 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

#### <u>Training</u>

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

Approved and Accepted By:

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Date: 4/30/09

Mitel Representative:

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Date: 4/10/13

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

### 3300 IP Communications Platform - Solution Licenses

- 18 (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

- 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

7 End User Training(SP) Branch

### Springs 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
- 18 (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

### Professional Services - Implementation

- 22 Implementation 3300 and apps
- 4 Project Coordination Branch

Approved and Accepted By:

Customer Marty Settle Date: 4/30/09

Mitel Representative: Sen Old Date: 9/31/2

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Training
Training
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 poat 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
- 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 ProLlant DL360 G5

Approved and Accepted By:

Customer: Marty Setart

Date: 4/30/09

Mitel Representative: Mann Man Date: 4/30/09

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### Teleworker Solution part of The Cliffs 3300s

### Application: Teleworker Solution

- Teleworker Solution
- 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

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

## <u>Professional Services - Implementation</u> Implementation - 3300 and apps

### t pcat Servers

Dell Optiplex 755

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

Application: Mobite Extension

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

### Professional Services - Implementation

Implementation - 3300 and apps

### t poat Servers

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

Office Watch Call Accounting part of The Cliffs 3300s

Approved and Ameented By: Date: Mitel Representative:

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### SCHEDULE 1

Upgrades, Spares US

### **Other**

- 9 Polycom QDX 6000
- 1 RMX SHIPPING
- 9 Premier 5 year support
- 9 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
- 4870-00472-112-005 5 Year Premier Support

Approved and Accepted By:	
Customer Muly Fetach	Date:
Mitel Representative:	Date: 1/3/19
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## Case 12-01220-jw Doc 701-2 Filed 09/14/12

Exhibit Exhibit A (continued)

Entered 09/14/12 16:32:28 Page 20 of 25

MUU-24-2010 06:48 From: INTERTEL

8645872074

To: 18649853822

P. 1

Supplement to Equipment Lease

MINITEL

LEASING, INC. for Additional Equipment (Add-ons) Dear Customer. We've written this Supplement to Equipment Loose (Supplement) in simple and easy to read language because we went ucar customer, we've willian this supportant to Equipment buse jouppendent in simple and apply to total temperature because you to understand its forms. Please read your agreement corefully 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 Leasor indicated below Task Number 44 15.352 124274. Supplement Number 124274 Months Laft Supplementing Lanse Number GREENVILI E 2876543 C-NA Fax 775-996-5456 3888 HIGHWAY 11 The Cliffs Communities, Inc. 28690 SC Tite. TRAVELERS REST 1140 West Loop North LessorM Mitel Leaving, Inc. 713-844-0800 77055-7218 Lease Agreement. We agree to lease to you and you agree to lease from us the equipment and modifications listed below Monthly Rent (Unit) | Total Monthly Rent Description of Equipment Rented \$15 <u>68</u> Маке & Туро \$7 84 51015276 IP DECT STAND+HANDSET NA 51005172 PWR CRD C7 2 5A 125V NA PLUG \$2 08 Quantity \$0 52 \$672 \$3.36 54002763 MCD SIP USER LICENSE Equipment location, it other than the customer's address above 3 Terms and contillors. You agree that all the terms and conditions contained in the Lasse referred to above will apply to this Supplement Plus Tax 4 Terms and Roni. The term of this Supplement will be the number of months remaining under the original Lease described and numbered above of the line we occept this Supplement. The additional monthly rental for the equipment leased under this Supplement will be the and to the initial the supply and supply and supply and the supply of th 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 OUTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS ON THIS FACING PAGE, AND ANY ATTACHMENTS MITEL LEASING, INC HERETO. THE CLIFFS COMMUNITIES, INC. 1140 West Loop North NTOWER NAME 3598 HIGHWAY 11 TRAVELERS REST, SC 28690 TYPED HAMB & TITLE Date: 11/23/10 We certify that all the equipment and modifications described in the above Supplement have been delivered and installed and we have DELIVERY AND ACCEPTANCE

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Other

Office Watch Enterprise 500

### t peat Call Accounting and Internet Tracking

- (OWM50) OfficeWatch Multi-Site 50 Extensions
- (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

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

### Professional Services - Implementation

- Implementation 3300 and apps
- Project Coordination Branch

52 End User Training(SP) Branch

### t pcat Servers

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

Approved and Accepted By:

Mitel Representative:

Date:

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## Case 12-01220-jw Doc 701-2 Filed 09/14/12 Entered 09/14/12 16:32:28 Exhibit Exhibit A (continued) Page 22 of 25

### Supplement to TotalSolution Program for Software Assurance



Dear Customer. We've written this Supplement to the TotalSciulion Program (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 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.

Software Assurance (SWA) coverage provides you with software Update Releases (which may include bug itxes, patches and/or minor feature enhancements) and software Upgrade Releases (which includes mejor 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.

Gusjomer Name The Cliff	s Communities	Addross 3598 F	lighway 11	
Travelers Rest		Snot SC	^{2(p} 296	90
Lessior Name Mitel Leasing, I	nc.	Address 1140 Wes	st Loop North	
Chy Houston	siale Texas	Ζφ 77055-72	18 Phone (71:	3) 844-0800
1. Lease Agreement. V	Ve agree to lease to you and you agree	to lease from us the Software	Assurance provisions listed be	alow.
	vare Assurance provisions			, , , , , , , , , , , , , , , , , , ,
Quantity	Description of	f SWA	Monthly Price	Total Monthly
	See Attached Sch	nedulo 1		89,688
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2. Additional Monthly p	nument ¢ sss ss			
2. Additional indition	s. You agree that all of the terms and o	ondillons contained in the Lea	se referred to above will apply	to this Supplement,
aveant oo eteleri in r	pararranh 4 helow.			
4. Term and Rent. The described and numb	e term of this Supplement will be the same sered above at the time we accept this S	supplement, The additional m Amarianh 2 ahove which Will be		
to now the combiner	i nevments on the due dates stated in th	ie Lease for the remaining terr	n of the rease,	
to pay the combined  5. Additional Provision  will not be used for	i payments on the due dates stated in th s. You agree that this Supplement cann personal, family or household purposes.	e Lease for the remaining terr not be cancelled except as pro You acknowledge receipt of	n or the Lease. vided for in the Lease. You al a copy of this Supplement.	so agree that the software
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JUN 2 4 2009



SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS. LLP

First Federal of Charleston c/o Clawson & Staubes, LLC Attn: Brittany Koester 126 Seven Farms Drive, Suite 200 Charleston, SC 29492 August 31, 2012 Invoice #339820 Invoice prepared by: Jeff D. Rogers

Client No. M60485: Matter No. 00431: First Federal of Charleston 303 Properties, LLC #103138444

CURRENT BILLING SUMMARY		
Fees for Professional Services Through August 25, 2012: Expense Advances Through August 25, 2012:		0.00 276.00
Total of Current Statement:	\$	276.00
Previous Balance:		1,600.00
TOTAL BALANCE DUE:	<u>\$</u> _	1,876.00



SMITH DEBNAM NARRON DRAKE SAINTSING & MYERS. LLP

First Federal of Charleston c/o Clawson & Staubes, LLC Attn: Brittany Koester 126 Seven Farms Drive, Suite 200 Charleston, SC 29492 August 31, 2012 Invoice #339820 Invoice prepared by: Jeff D. Rogers

Client No. M60485: Matter No. 00431: First Federal of Charleston 303 Properties, LLC #103138444

### CURRENT BILLING SUMMARY

Fees for Professional Services Through August 25, 2012:

Expense Advances Through August 25, 2012:

Total of Current Statement:

\$ 276.00

Previous Balance:

1,600.00

TOTAL BALANCE DUE:

\$ 1,876.00

## Case 12-01220-jw Doc 701-2 Filed 09/14/12 Entered 09/14/12 16:32:28 Desc Exhibit Exhibit A (continued) Page 25 of 25

First Federal of Charleston PAGE 2

M60485 00431

TOTAL FEES:		\$ 0.00
DATE	EXPENSE NAME	AMOUNT
08/08/12 08/15/12	Outside Services Title Search Register of Deeds Recording Fee	250.000 26.000
TOTAL EXPENSI	ES:	\$ 276.00
TOTAL FEES PL	us Expenses:	\$ 276.00

Case 12-01220-jw Doc 701-3 Filed 09/14/12 Entered 09/14/12 16:32:28 Desc Exhibit Exhibit B Page 1





**EXHIBIT** 

Due Date	Inv. No.	Amt.
2/15/12	962799	\$12,462.04
3/15/12	974015	\$12,462.04
4/15/12	985121	\$12,462.04
5/15/12	996074	\$13,324.89
6/15/12	1006910	\$12,634.61
7/15/2012		\$12,634.61
8/15/2012		\$12,634.61
9/15/2012		\$12,634.61

101,249.45

	Total PMT
The Cliffs	534.96
Admin1/Preserve Health	2,034.23
Admin 2/Preserve Health	1,130.12
Valley Club/Wellness	798.16
La Bastid	448.98
Walnut Cove	346.29
Walnut Cove Sales	392.40
High Carolina Sales	295.26
Keowee Falls Sales	349.38
Keowee Towne Market	254.66
Keowee Vineyards	679.63
Glassy Club	370.47
Glassy Sales	347.28
Document Services	198.47
Mountain Park Sales	320.03
Springs Club	311.90
Springs Sales	289.45
Contact Center Enterprise Edition	592.35
Mitel Quick Conference	343.83
Teleworker Solution	44.50
Your Assistant	107.70
Mobile Extension	149.05
Office Watch Call Accounting	296.01
NuPoint Unified Messaging	761.78
Keowee Falls Club	327.04
Unidentified Add-ons	195.51
Other - OEM and Non-TSP (Polycom)	-
Monthly - 6% tax not included	11,919.44

Case 12-01220-jw Doc 701-4 Filed 09/14/12 Entered 09/14/12 16:32:28 Desc Certificate of Service Page 1 of 5

## UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:	)
THE CLIFFS CLUB & HOSPITALITY GROUP, INC., ET AL., d/b/a THE CLIFFS GOLF & COUNTRY CLUB	) CASE NUMBER: ) CHAPTER 11
DEBTORS.	) ) )

### **CERTIFICATE OF SERVICE**

I, J. Ronald Jones, Jr., of CLAWSON & STAUBES, LLC, Attorneys for Mitel Leasing, Inc. in the within action, do hereby certify that I have on this 14th day of September, 2012, mailed, postage prepaid a true and correct copy of the foregoing Notice and Motion for Allowance and Payment of Administrative Expense, addressed to those parties and/or counsel listed in **Exhibit "A"**.

Isl J. Ronald Jones, Jr.

J. Ronald Jones, Jr.
District Court I.D. #05874
CLAWSON & STAUBES, LLC
126 Seven Farms Drive, Suite 200
Charleston SC 29492-7595
Telephone: (843) 577-2026

Doc 701-4 Filed 09/14/12 Entered 09/14/12 16:32:28 Case 12-01220-jw Certificate of Service William and Elaine Clear

**EXHIBIT "A"** 

James B. Anthony c/o Randy A. Skinner, Esq. Skinner Law Firm, LLC 300 North Main Street, Suite 201 Greenville, SC 29601

BMC Group, Inc. 300 N. Continental Blvd, Ste. 570 El Segundo, CA 90245

Mark Brody 212 Sumit Drive Columbia, SC 29609

Steve and Penny Carlile c/o Julio Mendoza, Jr., Esq. Nexsen Pruet, LLC P.O. Drawer 2426 Columbia, SC 29402

William L. Rothschild, Esq. Ogier, Rothschild, Rosenfield & Ellis-Monro, PC 170 Mitchell Street SW Atlanta, GA 30303

Carlile Development Company, LLC c/o Julio Mendoza, Jr., Esq. Nexsen Pruet, LLC P.O. Drawer 2426 Columbia, SC 29402

Carlilie Development Group c/o Julio Mendoza, Jr., Esq. Nexsen Pruet, LLC P.O. Drawer 2426 Columbia, SC 29402

**Brice Cassidy** c/o Patrick W. Carothers, Esq. Thorp Reed & Armstrong, LLP 301 Grant Street 14th Floor Pittsburg, PA 15219-1425

Claims Recovery Group, LLC 92 Union Avenue Cresskill, NJ 07626

c/o Louise M. Johnson, Esq. Haynsworth Sinkler Boyd, P.A. Columbia, SC 29211

Martha A. Miller, Esq. Schulten Ward & Turner, LLP 260 Peachtree Street NW. Ste 2700 Atlanta, GA 30303

Cliff Club Partners, LLC c/o Julio Mendoza, Jr., Esq. Nexsen Pruet, LLC P.O. Drawer 2426 Columbia, SC 29402

John J. Monaghan, Esq. Holland & Knight, LLP 10 St. James Avenue Boston, MA 02116

Cliffs Members AD Hoc Group, Inc. c/o John B. Butler, III, Esq. 1217 Anthony Avenue Columbia, SC 29201

Debt Acquisition Co of America V, LLC 1565 Hotel Circle S #310 San Diego, CA 92108

Deere Credit Inc. C/o Robert A. Kerr, Jr., Esq. Moore & Van Allen, PLLC 40 Calhoun Street, Suite 300 Charleston, SC 29401

Fair Harbor Capital, LLC **Ansonia Finance Station** PO Box 237037 New York, NY 10023

**GE Capital** c/o James W. Sheedy, Esq. 11520 North Community House Road Suite 200 Charlotte, NC 28277

Case 12-01220-jw Doc 701-4 Filed 09/14/12 Entered 09/14/12 16:32:28 Desc

George Bridge & Dock, Inc. Certificate of Service Page 3 of 5 Ellis W. McCracken c/o A. Todd Darwin, Esq. P.O. Drawer 1897 Spartanburg, SC 29304

Adam Goldberg 509 East 12th Street, Apt 4B New York, NY 10009

Daniel & Catherine Goldberg c/o Barbara G. Barton, Esq. P.O. Box 12046 Columbia, SC 29211

Golf Agronomics Sand & Hauling, Inc. c/o A. Todd Darwin, Esq. P.O. Drawer 1897 Spartanburg, SC 29304

**Hawkins Nursery** c/o Malinda M. Pennington, Esq. McAleer Pennington Law Firm, LLC 7 Altamont Court Greenville, SC 29609

Helena Chemical Company c/o M. Kevin McCarrell, Esq. Smith Moore Leatherwood LLP **PO Box 87** Greenville, SC 29602

Keowee Falls Investment Group, LLC, A Corporation c/o R. Geoffrey Levy, Esq. 2300 Wayne Street Columbia, SC 29201

Keowee Investment Properties, LLC c/o Rory D. Whelehan, Esq. Womble Carlyle Sandridge & Rice LLP PO Box 10208 Greenville, SC 29603

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c/o George L. Clauer, III, Esq. Clauer Law Firm, LLC PO Box 477 Salem. SC 29676

Jacqueine McCracken c/o George L. Clauer, III. Esq. Clauer Law Firm, LLC PO Box 477 Salem. SC 29676

Medalist Golf, Inc. c/o A. Todd Darwin, Esq. P.O. Drawer 1897 Spartanburg, SC 29304

Morgan Concrete Co. c/o Townes B. Johnson, III, Esq. Kenison Dudley & Crawford, LLC 704 East McBee Avenue Greenville, SC 29601

NewLife Turf, Inc. c/o Nancy E. Johnson, Esq. 2201 Greene Street Columbia, SC 29205

Oracle America, Inc. **Buchalter Nemer** Shawn M. Christianson 55 2nd St. 17th Floor San Francisco, CA 94105

RSL of Greenville, LLC c/o Townes B. Johnson, III, Esq. Kenison Dudley & Crawford, LLC 704 East McBee Avenue Greenville, SC 29601

**Ricoh Americas Corporation** 3920 Arkwright Road, Suite 400 Macon, GA 31210

Riverside Claims, LLC PO Box 626 New York, NY 10024

Case 12-01220-jw Doc 701-4 Filed 09/14/12 Entered 09/14/12 16:32:28 Desc Rodolfo Stern and Tania Stern Stern Certificate of Service Page 4 of 5

c/o B. Lindsey Crawford, III, Esq. Crawford & Von Keller LLC PO Box 4216

Columbia, SC 29240

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William & Flonnie Shaw c/o Jane H. Downey, Esq. Moore Taylor & Thomas PA PO Box 5709 West Columbia, SC 29171

Sonar Credit Partners II, LLC 200 Business Park Drive, Suite 201 Armonk, NY 10504

TCF Equipment Finance, Inc. C/o Thomas L. Ogburn, III, Esq. Poyner & Spruill, LLP 301 S. College Street, Suite 2300 Charlotte, NC 28202

TR Capital Management, LLC 336 Atlantic Avenue, Suite 302 East Rockaway, NY 11518

The Cliffs Club & Hospitality Group, Inc. c/o Bryan E. Bates, Esq. McKenna Long & Aldridge LLP 303 Peachtree Street, Suite 5300 Atlanta, GA 30308

John M. Levengood, Esq. McKenna Long & Aldridge LLP 303 Peachtree Street, Suite 5300 Atlanta, GA 30308

Gary W. Marsh, Esq. McKenna Long & Aldridge LLP 303 Peachtree Street, Suite 5300 Atlanta, GA 30308

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Office of United States Trustee
1835 Assembly Street, Suite 953
Columbia, SC 29201

US Trustee c/o Joseph F. Buzhardt, III, Esq. Office of United States Trustee 1835 Assembly Street, Suite 953 Columbia, SC 29201

US Foods, Inc. c/o Gary H. Leibowitz, Esq. Cole Schotz Meisel Forman & Leonard, PA 300 E. Lombard Street, Suite 2000 Baltimore, MD 21202

Tara E. Nauful, Esq. 1201 Main Street, 22nd Floor PO Box 11889 Columbia, SC 29211

Unsecured Creditors Committee c/o John W. Sager, Esq. 104 Eagle Rock Road Landrum, SC 29356

Jonathan B. Alter, Esq. Bingham McCutchen,, LLP One State Street Hartford, CT 06103

John B. Butler, III, Esq. 1217 Anthony Avenue Columbia, SC 29201

Wall to Wall Golf, LLC, d/b/a
Wall to Wall Concrete, Inc.
c/o Townes B. Johnson, III, Esq.
Kenison Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601

Wells Fargo Bank, National Association c/o Charles W. Azano, Esq. Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, PC One Financial Center Boston, MA 02111 Case 12-01220-jw Doc 701-4 Filed 09/14/12 Entered 09/14/12 16:32:28 Desc Michael M. Beal, Esq. Certificate of Service Page 5 of 5

McNair Law Firm, PA
1221 Main Street, Suite 1800
PO Box 11390
Columbia, SC 29211

Daniel S. Bleck, Esq. Mintz, Levin, Cohn, Ferris, Glovsky & Popeo, PC One Financial Center Boston, MA 02111

Elizabeth J. Philip, Esq. 100 Calhoun Street, Suite 400 Charleston, SC 29401

Worthington Hyde Partners-II, L.P. c/o Tobias G. Ward, Jr., Esq. PO Box 6138 Columbia, SC 29206

Jung Yoon c/o Ralph R. Hochberg, Esq. Platz Swergold Karlin Levine Goldberg 1065 Avenue of the Americas, 18th Floor New York, NY 10018

Teresa Sadutto-Carley, Esq.
Platz Swergold Karlin Levine Goldberg
1065 Avenue of the Americas, 18th Floor
New York, NY 10018

The Cliffs Club & Hospitality Group, Inc. 3598 Highway 11 Travelers Rest, SC 29690

## U.S. BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA

Case Number: 12-01220-jw

### ORDER

The relief set forth on the following pages, for a total of 3 pages including this page, is hereby ORDERED.

# UNITES STATES BANKRUPTCY COURT DISTRICT OF SOUTH CAROLINA COLUMBIA DIVISION

IN RE:

THE CLIFFS CLUB & HOSPITALITY GROUP, INC., ET AL., 1 d/b/a THE

CLIFFS GOLF & COUNTRY CLUB

DEBTORS.

§ CASE NO. 12-01220

§ CHAPTER 11

Š

§ Jointly Administered

## ORDER ON MOTION OF MITEL LEASING, INC. FOR ALLOWANCE AND PAYMENT OF ADMINISTRATIVE EXPENSES PURSUANT TO 11 US.C. §§ 503, 507

THIS MATTER came before the Court on the Motion of Mitel Leasing, Inc. (hereinafter "Mitel") for Allowance and Request for Payment of an Administrative Expense Priority Claim pursuant to 11 U.S.C. §§ 503, 507 and Memorandum in Support (the "Motion"); and

IT APPEARING TO THE COURT that the Motion, other pleadings, and the arguments of counsel, that the Motion should be ALLOWED. It is therefore:

ORDERED, ADJUDGED, AND DECREED that the Motion is hereby GRANTED; and it is

FURTHER ORDERED, ADJUDGED, AND DECREED that Mitel is granted an administrative claim in the amount of \$101,249.45 (the "Administrative Claim"); and it is

¹ Debtors, followed by the last four digits of their respective taxpayer identification number, are as follows: The Cliffs Club & Hospitality Group, Inc. (6338); CCHG Holdings, Inc. (1356); The Cliffs at Mountain Park Golf & Country Club, LLC (2842); The Cliffs at Keowee Vineyards Golf & Country Club, LLC (5319); The Cliffs at Walnut Cove Gold & Country Club, LLC (9879); The Cliffs at Keowee Falls Golf & Country Club, LLC (3230); The Cliffs at Keowee Springs Gold & Country Club, LLC (2898); The Cliffs at High Carolina Golf & Country Club, LLC (4293); The Cliffs at Glassy Golf & Country Club, LLC (6559); The Cliffs Valley Golf & Country Club, LLC (6486); and Cliffs Club & Hospitality Service Company, LLC (9665).

Case 12-01220-jw Doc 701-5 Filed 09/14/12 Entered 09/14/12 16:32:28 Desc Proposed Order Page 3 of 3

FURTHER ORDERED, ADJUDGED, AND DECREED that Debtors shall p	эау
Mitel the Administrative Claim within ten (10) days of entry of this order.	
DATED:	

CHIEF JUDGE JOHN E. WAITES