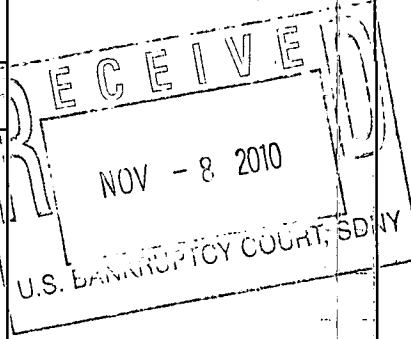
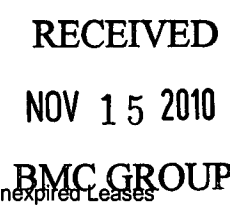

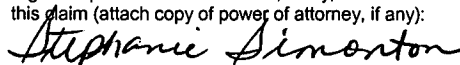


UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor JENNIFER CONVERTIBLES INC.		Case Number 10-13779
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): IKON Financial Services		
Name and Address where notices should be sent: IKON Financial Services Bankruptcy Administration P.O. Box 13708 Macon, GA 31208-3708 Telephone Number: 800-480-6513		
Account or other number by which creditor identifies debtor: SEE ATTACHED		<input type="checkbox"/> Check here if this claim replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. Basis For Claim: <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other: Executory Contracts / Unexpired Leases		
2. Date debt was incurred: See Attached		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$35,717.99 entered into between the Debtor and the Creditor from, copies of which are attached hereto. The claim amount reflects the remaining lease balance as of (date) and is subject to subsequent modification. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		*This is a contingent claim arising from equipment leases
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		7. Unsecured Priority Claim <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority: Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child – 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
6. Unsecured Nonpriority Claim: <input type="checkbox"/> Check this box if: a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none of your claim is entitled to priority.		THIS SPACE IS FOR COURT USE ONLY
8. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 9. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 10. 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.		THIS SPACE IS FOR COURT USE ONLY Jennifer Convertibles  00349
Date 11-1-10	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  Stephanie Simonton, Bankruptcy Specialist	
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.		

IKON Financial Services

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

Debtor Jennifer Convertibles Inc
Chapter 11
Date Filed 7/18/2010
Case # 10-13779

Lease #:	346915-RVKE01			
Effective Date:	4/21/2008			
Equipment:	RI MPC6000	M7980300020		
		Pre-petition	\$	-
		Remaining Lease Balance	\$	12,540.91
TOTAL:			\$	12,540.91

Lease #:	346915-2186077			
Effective Date:	10/19/2007			
Equipment:	RI MP7500	L7975600285		
		Pre-petition	\$	-
		Remaining Lease Balance	\$	11,160.33
TOTAL:			\$	11,160.33

Lease #:	346915-2540489			
Effective Date:	10/28/2009			
Equipment:	RI MP4000SP	C40017577		
		Pre-petition	\$	-
		Remaining Lease Balance	\$	8,130.53
TOTAL:			\$	8,130.53

Lease #:	346915-271995			
Effective Date:	3/2/2007			
Equipment:	RI MP3500	C02024379		
		Pre-petition	\$	-
		Remaining Lease Balance	\$	3,886.82
TOTAL:			\$	3,886.82

TOTAL			\$	35,717.99
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Image Management Plus Agreement

IKON Financial Services
Number: DVKE01

This Image Management Plus 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

Full Legal Name: Jen Wilber Computer, Inc.
 Customer Location Address: 164 Glen Cove Rd
Chick Place Nassau NY 11514
 City: _____ County: _____ State: _____ Zip: _____

Customer Billing Contact: George Marr
 Phone: 516-496-1900 (ext) _____ Fax/Email: _____
 Customer Billing Address (if different): 419 Crossway Park Dr
Woodbury Nassau N.Y. 11797
 City: _____ County: _____ State: _____ Zip: _____

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	<u>Brother MFP C6000</u>		
1	<u>Printer/Scanner Kit</u>		
1	<u>Duplex Print Tray</u>		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term (mos.) <u>60</u>	Cost Per Image \$ _____	Cost of Additional Images <u>\$ 0.093 C/A</u>	Guaranteed Minimum <u>Monthly</u> Monthly/Quarterly/Other Images	Advance Payment of \$ <u>0</u> (Tax included) <input type="checkbox"/> Apply to 1 st Payment <input type="checkbox"/> Other _____	Meter Reading/Billing For Additional Images <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other (Specify) _____
Minimum Payment Without Tax \$ <u>696.00</u>	Payment Due <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____		<u>5,000 C/CR</u>		

ADDITIONAL PROVISIONS (list here, if any): _____

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 _____ Date: 3/27/06 George Marr Director of IT
 (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 Home Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: _____ S.S.N.: _____
 (Printed Name of Guarantor, Do Not Include Title)

R V K E O I

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 which 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 coverage in a form reasonably 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 hereof). 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.
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 documents 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 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 20% over 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 Plus 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:

 Name: Bill Ward Authorized Signer

ORIGINATIONS SR. ASSOCIATE

Title: Ruth Ward Date: MAY 01 2008

RUTH WARD

2186077

Image Management Plus Agreement

Number: _____

This Image Management Plus 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
JENNIFER CONVERTIBLES INC.
 Full Legal Name
 419 Crossway Park Dr
 Customer Location Address
 Woodbury Nassau N.Y. 11797
 City County State Zip

Customer Billing Contact: _____
 Phone (ext) Fax/E-mail _____
 Customer Billing Address (if different) _____
 City County State Zip _____

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	Ripch MP 7500		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term (mos.) 60	Cost Per Image \$	Cost of Additional Images \$ 105.09	Guaranteed Minimum Monthly/Quarterly/Other Images 40,000	Advance Payment of \$ 0 (Tax included) Apply to 1 st Payment Other _____	Meter Reading/Billing For Additional Images Monthly <input checked="" type="checkbox"/> Quarterly Other (Specify) _____
Minimum Payment Without Tax \$ 719.00	Payment Due <input checked="" type="checkbox"/> Monthly Quarterly Other _____				

ADDITIONAL PROVISIONS (list here, if any): _____

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 _____ Date: 10/19/07 Georgy Marr Director of IT
 (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: _____ Home Address: _____
 Guarantor Signature City: _____ State: _____ Zip: _____
 Home Phone: _____ S.S.N.: _____
 (Printed Name of Guarantor, Do Not Include Title)

2186077



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 which 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 coverage in a form reasonably 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 hereof). 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.
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 the future payments due under the Agreement present value 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 of 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 section 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 documents 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 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 20% over 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 Plus 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:

Name _____ Authorized Signer Russ Luther Date NOV 05 2007

Funding Sp... IMP/w.06.04 IKON Web Sales Forms

Lease Agreement

Number: 2540489

This Lease Agreement ("Lease") 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

JENNIFER CONVERTIBLES, Inc
 Full Legal Name
 1 INDUSTRIAL RD
 Customer Location Address
 DAYTON MIDDLESEX NJ 08810-3501
 City County State Zip

Customer Billing Contact: George Marr
 (516) 496-1900 (516) 496-1900/gmarr@jenniferfurniture.com
 Phone (ext) Fax / Email
 1 INDUSTRIAL RD
 Customer Billing Address (if different)
 DAYTON MIDDLESEX NJ 08810-3501
 City County State Zip

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	[SET] RIC BASIC MP4000SP POWERPAK		

PAYMENT SCHEDULE

Minimum Term: <u>60</u> (months)	Payment Due: (check one) <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other _____	Payment Without Tax \$ <u>172.99</u>	Advance Payment: \$ _____ by Check # _____ <input type="checkbox"/> Apply to 1st Payment <input type="checkbox"/> Other _____
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ADDITIONAL PROVISIONS (if any) are:

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:

- Lease Agreement.** You agree to lease from us the equipment ("Equipment") listed above. **THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE.** Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also 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 indicates our acceptance of this Lease.
- 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. *(The terms and conditions set forth on the next page of this Lease are hereby incorporated herein by reference.)*

AUTHORIZED SIGNER THE PERSON SIGNING THIS LEASE ON BEHALF OF THE CUSTOMER REPRESENTS HE/SHE HAS THE AUTHORITY TO DO SO

X [Signature] Date 10/19/09 George Marr 10/19/09 Director of IT
 (Authorized Signer Signature) (Authorized Signer's Printed Name) (Authorized Signer's Title)

PERSONAL GUARANTY In consideration of IKON Financial Services entering into the above Lease, I unconditionally guarantee that the Customer will make all payments and pay all other charges required under such Lease when they are due, and that the Customer will perform all other obligations under the Lease fully and promptly. I also agree that IKON Financial Services may modify the Lease or make other arrangements with the Customer, and I will still be responsible for those payments and other obligations under the Lease. I agree that IKON Financial Services need not notify me of any default under the Lease 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 Lease. 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 IOWA AND THE STATE WHERE MY PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS GUARANTY.

X _____ Date _____
 Guarantor Signature Home Address

 (Printed Name of Guarantor - Do Not Include Title) City State Zip

 Home Phone SSN

P.O. Box 9115, Macon, GA 31208-9115; 800-800-1060

2 540 489



3. **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 LEASE 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.
4. **Taxes and Filing Costs.** In addition to the payments under this Lease, 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 Lease. 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 Lease 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 Lease 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 Lease, 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 leasing 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 which meet such specifications. You may elect to engage IKON Office Solutions, Inc. ("IKON") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.
8. **Indemnity, Liability and Insurance.** (a) The parties to this Lease 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. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.
9. **Renewal and Return of Equipment.** After the minimum term or any extension, this Lease 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 our designees or us. We will bear shipping charges so long as replacement Equipment is selected from IKON.
10. **Lease 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 hereof). You agree to pay us each payment when it is due, and if any payment is not made within 10 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.
11. **Default.** If you do not pay any amount within 30 days of its due date, or breach any other term of this Lease, 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 OF THE EQUIPMENT). 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 Lease present value 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 Lease. 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 Lease. 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, your assignment of assets for the benefit of creditors, your 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 LEASE WILL BE GOVERNED UNDER THE LAW FOR THE STATE OF IOWA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE STATE OF IOWA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT.
13. **No Waiver or Set off.** 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 Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the maximum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND ARE NOT SUBJECT TO SET OFF OR REDUCTION.
14. **Entire Agreement, Delivery & Acceptance Certificate.** You agree that the terms and conditions contained in this Lease represent the entire agreement between us and you 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 documents will not modify or affect this Lease, 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 business days after any Equipment is installed.
15. **Counterparts, Facsimiles.** This Lease 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 Lease 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 Lease. You agree that the facsimile of this Lease 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 this Lease containing your manual signature.

Accepted by IKON FINANCIAL SERVICES

Sandra Amos

Sandra Amos

Funding Specialist 11-30-09

Name

Authorized Signer

Title

Date



IKON Financial Services

Image Management Plus Agreement

Number: 271995

This Image Management Plus 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

Customer Billing Contact: George Marr
 (516) 496-1900 (516) 496-1901 gmarr@ikonfinancial.com
 Phone (CNT) Fax E-mail
 Attn: IT Director 417 Crossways Park Dr
 Customer Billing Address (if different)
Woodbury NY 11797
 City County State Zip

EQUIPMENT DESCRIPTION ("Equipment")

Quantity	Equipment Description: Make, Model, & Serial Number	Quantity	Equipment Description: Make, Model & Serial Number
1	RICOH COPIER MP3500		

Check if Additional Equipment Schedule attached

PAYMENT SCHEDULE

Minimum Term (mos.) <u>60</u>	Cost Per Image \$ _____	Cost of Additional Images \$ <u>0.011 bw</u>	Guaranteed Minimum Monthly: Quarterly: Other: Images <u>10000 bw</u>	Advance Payment of \$ _____	Meter Reading Billing For Additional Images ____ Monthly <input checked="" type="checkbox"/> Quarterly Other (specify) _____
Minimum Payment Without Tax \$ <u>296</u>	Payment Due: <input checked="" type="checkbox"/> Monthly ____ Quarterly ____ Other _____			Apply to 1 st Payment Other _____	

ADDITIONAL PROVISIONS (list here, if any): _____
 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: 2/14/07 George Marr Director of IT
 (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: _____ Home Address: _____
 Guarantor Signature City: _____ State: _____ Zip: _____
 (Printed Name of Guarantor, Do Not Include Title) Home Phone: _____ S.S.N.: _____

P.O. Box 9115, Macon, GA 31208-9115; 1-800-800-1060

271995

- 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 which 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 coverage in a form reasonably 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 hereof). 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.
- 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 of 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 documents 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 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 20% over 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 Plus 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:

Name	Authorized Signer	Title	Date
	Russ Luther	Funding Specialist	MAR 26 2007

Russ Luther

MAR 26 2007

Funding Specialist

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IKON Web Sales Forms