

UNITED STATES BANKRUPTCY COURT		District of Delaware	<b>PROOF OF CLAIM</b>
Name of Debtor: <b>PMGI Holdings, Inc., et al. - FriendFinders Networks Inc.</b>		Case Number: <b>13-12404-CSS 13-12405-CSS</b>	<p style="text-align: center;"><b>COURT USE ONLY</b></p> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____ <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): <b>CIT Finance LLC</b>			
Name and address where notices should be sent: <b>Bankruptcy Processing Solutions, Inc. 1162 E. Sonterra Blvd., Suite 130 San Antonio, TX 78258</b>		<div style="font-size: 24px; font-weight: bold;">RECEIVED</div> <div style="font-size: 24px; font-weight: bold;">SEP 30 2013</div> <div style="font-size: 24px; font-weight: bold;">BMC GROUP</div>	
Telephone number: (210) 497-0300    email: <a href="mailto:bklegaleagle@aol.com">bklegaleagle@aol.com</a>			
Name and address where payment should be sent (if different from above): <b>CIT Technology Financing Services, Inc. 10201 Centurion Parkway N, Suite 100 Jacksonville, FL 32256</b>			
Telephone number: _____    email: _____			
<b>1. Amount of Claim as of Date Case Filed:</b> \$ <u>10,770.22</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
<b>2. Basis for Claim:</b> <u>Lease for Canon IR3235i Copier</u> (See instruction #2)			
<b>3. Last four digits of any number by which creditor identifies debtor:</b> 2 5 8 4		<b>3a. Debtor may have scheduled account as:</b> <u>LDI</u> (See instruction #3a)	
		<b>3b. Uniform Claim Identifier (optional):</b> <u>9 0 0 - 0 1 8 2 5 8 4 - 0 0 0</u> (See instruction #3b)	
<b>4. Secured Claim</b> (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		<b>Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any:</b> \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		<b>Basis for perfection:</b> _____	
Value of Property: \$ _____		<b>Amount of Secured Claim:</b> \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		<b>Amount Unsecured:</b> \$ _____	
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.</b>			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).		<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	
		<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	
		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
		<b>Amount entitled to priority:</b> \$ _____	
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjt			
<b>6. Credits.</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction # __)			

**PMGI Holdings POC**  
  
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**7. Documents:** Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

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

Check the appropriate box.

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

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Leslie Gartin

Title: Recovery Director

Company: Bankruptcy Processing Solutions, Inc.

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

Telephone number: \_\_\_\_\_ email: \_\_\_\_\_

  
\_\_\_\_\_  
(Signature)

09/25/2013

(Date)

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

**INSTRUCTIONS FOR PROOF OF CLAIM FORM**

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

**Items to be completed in Proof of Claim form**

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

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

**Creditor's Name and Address:**

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

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

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

**2. Basis for Claim:**

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

**3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:**

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

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

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

**3b. Uniform Claim Identifier:**

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

**4. Secured Claim:**

Check whether the claim is fully or partially secured. Skip this section if the

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

**5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).**

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

**6. Credits:**

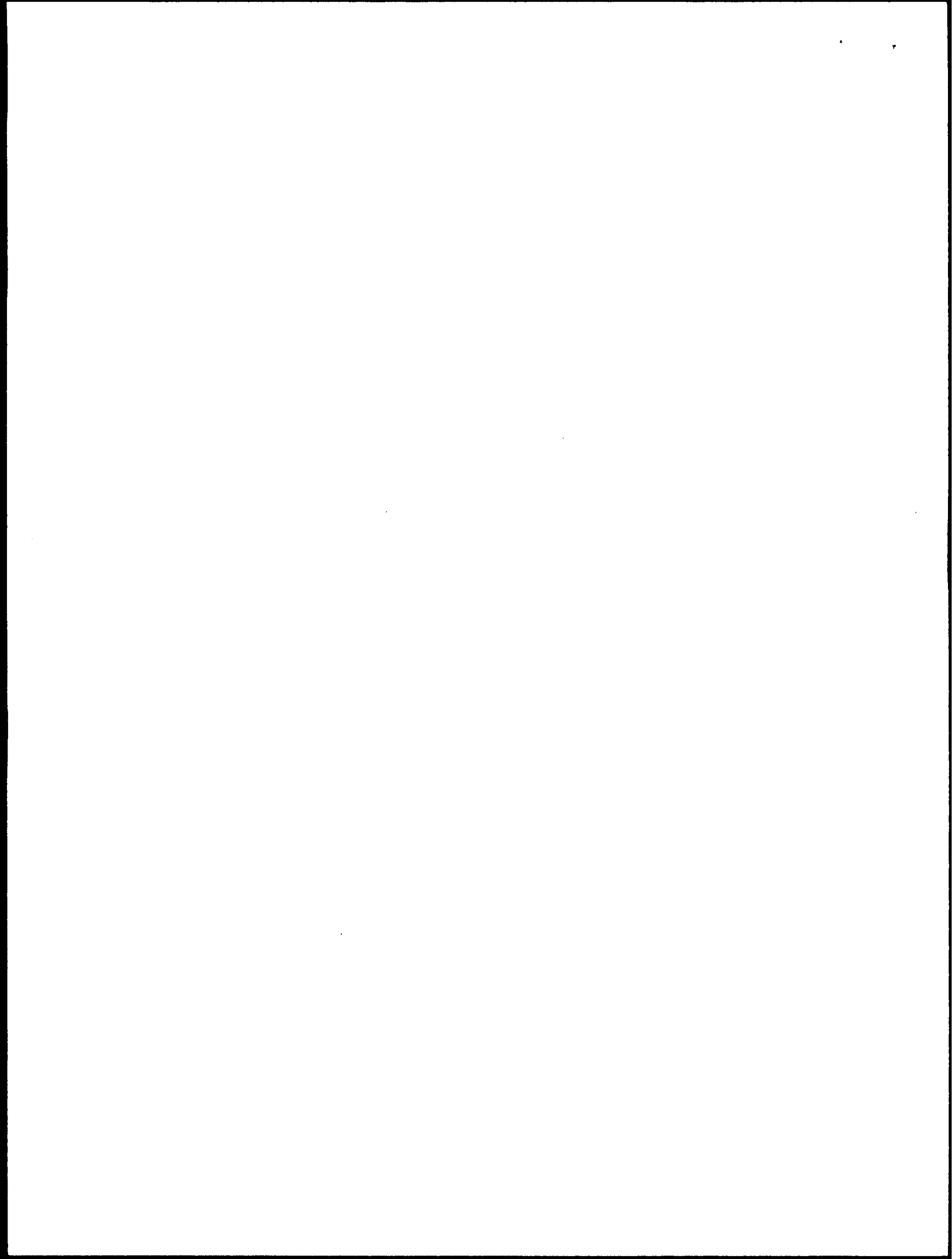
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

**7. Documents:**

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

**8. Date and Signature:**

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





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# LEASE AGREEMENT

**TO OUR VALUED CUSTOMER:** This Lease has been written in "Plain English." When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee indicated below. When we use the words we, us, and our in this Lease, we mean the Lessor, LDI Color ToolBox.

### LESSEE INFORMATION:

FRIENDFINDER NETWORKS INC  
20 BROAD ST-14TH FL  
NEW YORK, NY 10005

### EQUIPMENT LOCATION (if different)

Approval# \_\_\_\_\_  
Lease # \_\_\_\_\_  
Customer # \_\_\_\_\_  
Tax ID# \_\_\_\_\_

(212) 702-6000

### SUPPLIER INFORMATION:

LDI COLOR TOOLBOX 50 Jericho Quadrangle, Jericho NY 11753

### EQUIPMENT DESCRIPTION

Make/Model	Qty	Serial Number
CANON iR3235i MFP, w/cassette feed unit, finisher, duplex document feeder	1	
aCopy Sharescan for single device	1	

### END OF LEASE PURCHASE OPTION

Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply.  
 Fair Market Value Purchase Option.  Fixed Price Purchase Option of \$< >  
 Fixed Price Purchase Option of < >% of Total Cash Price

PLUS APPLICABLE TAXES

### TERM AND LEASE PAYMENT SCHEDULE

Initial Term of Lease [months]	Payment	You agree to pay at the time you sign this Lease:		PLUS APPLICABLE TAXES
48	\$366.77	A) Total Advance Lease Payment (mos.):	=\$ 0	
		B) Sales/Use Tax on Advance Lease Payment:	=\$	
		C) One-Time Documentation Fee:	=\$ 50.00	
		D) Total of A + B + C:	=\$	
Additional Provisions		If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term.		

### INSURANCE AND TAXES

You are required to provide and maintain insurance related to the Equipment, and to pay any property, use, and other taxes related to this Lease or the Equipment. (See Sections 4 and 6 on the back of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

### TERMS AND CONDITIONS

BY SIGNING THIS LEASE: (i) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE FRONT AND BACK OF THIS LEASE, (ii) YOU AGREE THAT THIS AGREEMENT/LEASE IS A NET RENTAL AGREEMENT THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS LEASE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (iii) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (iv) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 7 OF THIS LEASE, (v) YOU CAN CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL CASH PRICE, AND (vi) YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF LESSOR OR ASSIGNEES PRINCIPAL PLACE OF BUSINESS AND YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN THE STATE OF LESSOR OR ASSIGNEES PRINCIPAL PLACE OF BUSINESS. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address, and date of birth. We will also ask to see your driver's license or other identifying documents.

Lessor: LDI COLOR TOOLBOX

x BARRY BUWISIS  
Authorized Signature  
BARRY BUWISIS, CFO  
Print Name and Title  
Date \_\_\_\_\_

Lessee: FRIENDFINDER NETWORKS INC PENTHOUSE MEDIA INC  
x Christine J. Golea  
Authorized Signature  
Christine J. Golea  
Print Name and Title Off. MGR  
Date 6-12-11

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY CREATES SPECIFIC LEGAL OBLIGATIONS. When we use the words you and your in this Personal Guaranty, we mean the Personal Guarantor(s) indicated below. When we use the words we, us, and our in this Personal Guaranty, we mean the Lessor, LDI Color ToolBox. In consideration of our entering into the lease agreement identified above ("Lease"), you unconditionally and irrevocably guaranteed to us, our successors and assigns the prompt payment and performance of all obligations of the Customer identified above ("Lessee") under the Lease. You agree that this is a guaranty of payment and not of collection, and that we can proceed directly against you without first proceeding against the Lessee or against the equipment covered by the Lease. You waive all defenses and notices, including those of protest, presentment and demand. You agree that we can renew, extend or otherwise modify the terms of the Lease and you will be bound by such changes. If the Lessee defaults under the Lease, you will immediately perform all obligations of the Lessee under the Lease, including, but not limited to, paying all amounts due under the Lease. You will pay to us all expenses (including attorneys' fees) incurred by us in enforcing our rights against you or the Lessee. This is a continuing guaranty which will not be discharged or affected by your death and will bind your heirs and personal representatives. You waive any rights to seek repayment from the Lessee in the event you must pay us. If more than one personal guarantor has signed this Personal Guaranty, each of you agree that your liability is joint and several. You authorize us or any of our affiliates to obtain credit bureau reports regarding your personal credit, and make other credit inquiries that we determine may be necessary. THIS PERSONAL GUARANTY IS GOVERNED BY THE LAWS OF THE STATE OF LESSOR OR ASSIGNEES PRINCIPAL PLACE OF BUSINESS YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE, OR FEDERAL COURT LOCATED WITHIN STATE OF LESSOR OR ASSIGNEES PRINCIPAL PLACE OF BUSINESS. YOU EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.

Personal Guarantor (no title) \_\_\_\_\_  
Print Name \_\_\_\_\_ Date \_\_\_\_\_  
Home Street Address/City/State/Zip \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Phone No. \_\_\_\_\_

Personal Guarantor (no title) \_\_\_\_\_  
Print Name \_\_\_\_\_ Date \_\_\_\_\_  
Home Street Address/City/State/Zip \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Phone No. \_\_\_\_\_

**1. LEASE, DELIVERY AND ACCEPTANCE.** You agree to lease the equipment described on the front of this lease agreement (collectively "Equipment") on the terms and conditions shown on the front and back of this lease ("Lease"). If you have entered into any purchase or supply contract ("Supply Contract") with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date when the Equipment is delivered to you. The Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if you previously have not given written notice to us of your non-acceptance. The first Lease Payment is due on or before the date the Equipment is delivered to you. If the Equipment has been accepted by you, you will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment by not more than 15% if the actual Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts) differs from the estimated Total Cash Price. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum rate allowable under applicable law).

**2. NO WARRANTIES.** We are leasing the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT. YOU AGREE THAT NEITHER SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or Supplier under a Supply Contract.

**3. EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on the front of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless you purchase the Equipment in accordance with this Lease, within 10 days of the expiration or earlier termination of this Lease you will immediately deliver the Equipment to us in good condition and authorized representative as to the Equipment's condition. You will pay all expenses of deinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

**4. TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fines and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fines or penalties. You will pay estimated property taxes with each Lease Payment or annually, as invoiced. You agree that the fees set forth in this lease may include profit.

**5. LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 9(b) below.

**6. INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days advance notice of any cancellation or material change of such insurance. If you do not give us evidence of insurance acceptable to us, we have the right, but not the obligation, to obtain insurance covering our interest in the Equipment for the term of this Lease, including any renewal or extensions, from an insurer of our choice, including an insurer that is our affiliate. We may add the costs of acquiring and maintaining such insurance, and our fees for our services in placing and maintaining such insurance (collectively, "Insurance Charge") to the amounts due from you under this Lease. We or one or more of our affiliates could receive a portion of the insurance charge which may include a profit. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. If we purchase insurance, you will cooperate with our insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease will create an insurance relationship of any type between us and any other person. You acknowledge that we are not required to secure or maintain any insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange. If we replace or renew any insurance coverage, we are not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

**7. TITLE; RECORDING.** We are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. Unless the Purchase Option price shown on the front of this Lease is \$1.00, you agree that this transaction is a true lease. However, if this transaction is deemed to be a lease intended for security, you grant us a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds). You will deliver to us signed financing statements or other documents we request to protect our interest in the Equipment. YOU AUTHORIZE US TO FILE A COPY OF THIS LEASE AS A FINANCING STATEMENT AND APPOINT US OR OUR DESIGNEE AS YOUR ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON YOUR BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

**8. DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it; (c) you become insolvent, you dissolve or are dissolved, you assign your assets for the benefit of your creditors, you sell, transfer or otherwise dispose of all or substantially all of your assets, or you enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) without our prior written consent, you merge or consolidate with any other entity and you are not the survivor of such merger or consolidation; (e) any guarantor of this Lease dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (c) above.

**9. REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded monthly, plus (ii) all other amounts due or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 3; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; and (e) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

**10. FINANCE LEASE STATUS: YOU AGREE THAT ARTICLE 2A-LEASES OF THE UNIFORM COMMERCIAL CODE APPLIES TO THIS LEASE; THIS LEASE WILL BE CONSIDERED A "FINANCE LEASE" AS THAT TERM IS DEFINED IN ARTICLE 2A. BY SIGNING THIS LEASE, YOU AGREE THAT EITHER (a) YOU HAVE REVIEWED, APPROVED, AND RECEIVED, A COPY OF THE SUPPLY CONTRACT OR (b) THAT WE HAVE INFORMED YOU OF THE IDENTITY OF THE SUPPLIER, THAT YOU MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT, AND THAT YOU MAY CONTACT THE SUPPLIER FOR A DESCRIPTION OF THOSE RIGHTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.**

**11. ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease and our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or set-off that you may have against us.

**12. PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown on the front of this Lease, plus any applicable taxes. Unless the Purchase Option price is \$1.00, you must give us at least 90 days written notice before the end of the initial lease term, or any renewal term, that you will purchase the Equipment or that you will return the Equipment to us; if you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms of this Lease, this Lease will automatically renew for successive 3 month renewal terms. During such renewal terms the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. Fair Market Value Purchase Option has been selected, we will use our reasonable judgment to determine the Equipment's In use and In place fair market value. If the determination of the Equipment's fair market value, the fair market value (in use and in place) will be determined at your expense by an independent appraiser selected by us. Upon termination of the Purchase Option price, we shall transfer our interest in the Equipment to you "AS IS, WHERE IS" without any representation or warranty whatsoever and this Lease will terminate.

**13. INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, use, lease, possession, or delivery of the Equipment or (b) any defects in the Equipment. You agree to reimburse us for and if we request, to defend us against, any Claims.

**14. CREDIT INFORMATION. YOU AUTHORIZE US OR ANY OF OUR AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT WE DETERMINE ARE NECESSARY. ON YOUR WRITTEN REQUEST, WE WILL INFORM YOU WHETHER WE HAVE REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT. YOU ACKNOWLEDGE THAT WITHOUT FURTHER NOTICE WE MAY USE OR REQUEST ADDITIONAL CREDIT BUREAU REPORTS TO UPDATE OUR INFORMATION SO LONG AS YOUR OBLIGATIONS TO US ARE OUTSTANDING.**

**15. MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Lease (or to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as will be refunded to you, if you do not perform any of your obligations under this Lease, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay, if more than one Lessee has signed this Lease, each of you agrees that your liability is joint and several.



# LEASE INVOICE

LDI COLOR TOOLBOX  
60 Jericho Quadrangle  
Jericho, NY 11753  
Phone: 516-877-8100  
Fax: 516-739-0888  
www.myldi.com

## NY ACCOUNT

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ATTN: CHRISTINE GILDEA  
FRIENDFINDER NETWORKS INC

20 BROAD ST-14TH FL  
NEW YORK NY 10005

INVOICE NO  
08606A 1

INVOICE DATE  
07/22/11

TERMS: NET 10 DAYS  
FROM INVOICE DATE

CUSTOMER NO.	CUST. ORDER NO.	DATE ORDERED	DATE SHIPPED	SHIP VIA	REPRESENTATIVE	
IT0045	1000556	06/21/11	07/20/11	CJR TRUCKING	20SC05 EBIL CM	
ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT
1	EA	1	GC323I	CANON 3235I IMAGERUNNER IR33I DGA10476 VENDOR # 2535B004AA	15,653.86	15,653.86
1	EA	1	TCFAE1	FINISHER AE1 FOR 304 VENDOR # 1631B002AA FINAE SVW22803		
1	EA	1	TCBPE2	CANON BUFFER PASS E2 VENDOR # 9567A002AA BPE2 TUL80652		
1	EACH	1	TCCFY3	CASSETTE FEED UNIT Y IRC3380 VENDOR # 8695A005AA CFUY3 EZC94730		
1	ELAN	1	WC922A	ECOPY SHARESCAN ESSENTIAL SINGLE DEVICE W/ 4YRS M&S VENDOR # 6315A922AA ECOPY WRBZP8TPRXAB		
ATT: CHRISTINE GILDEA 212-702-6183 14TH FLOOR						(6,418.35)
LEASE INCLUDES UPGRADE TO RET FOR \$6418.35 LSE #900-0149892-000						SUBTOTAL
\$366.77/MONTH FOR 48 MONTHS \$0 DOWN FMV						9,235.51
						TOTAL DUE
						9,235.51

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ATTN: NORTHEAST TEAM  
CIT FINANCE LLC  
SUITE 100  
10201 CENTURION PARKWAY  
JACKSONVILLE FL 32258

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LDICOLORTOOLBOX  
50 JERICHO QUADRANGLE  
JERICHO NY 11753

PLEASE PAY FROM THIS INVOICE  
OVERDUE ACCOUNTS WILL BE CHARGED A LATE  
PAYMENT FEE OF 1.5% PER MONTH OR TO THE  
EXTENT OF THE LAW

COMMENTS

**Bankruptcy Processing Solutions, Inc.**

1162 E. Sonterra Blvd • Suite 130 • San Antonio, Texas 78258

(210) 497-0300 • (210) 497-1210 – fax

September 26, 2013

BMC Group, Inc.  
ATTN: FriendFinder Networks, Inc.  
Claims Processing  
PO Box 3020  
Chanhassen, Minnesota 55317

Re: CIT / FriendFinder Networks, Inc..  
Chapter 11 Case No. 13-12404-CSS / 13-12405

Dear Sir/Madam:

Enclosed, please find our two Proofs of Claim to be filed in case number 13-12405. If all claims are being filed in the lead case, please file them in case 13-12404.

Please return a file stamped copy in the enclosed, self-addressed, stamped envelope.

Thank you.



Leslie Gartin  
Recovery Director

Bankruptcy Processing Solutions, Inc.  
1162 E. Sonterra Blvd., Suite 130  
San Antonio, TX 78258

BMC Group, Inc.  
ATTN: FriendFinder Networks, Inc.  
Claims Processing  
PO Box 3020  
Chanhassen, Minnesota 55317

**RECEIVED**  
**SEP 30 2013**  
**BMC GROUP**

**\$1.520**  
US POSTAGE  
FIRST-CLASS  
062S0008544700  
78258



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