

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: PMGI Holdings, Inc., et al. - FriendFinders Networks Inc.		Case Number: 13-12404-CSS 13-12405-CSS	
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): CIT Finance LLC			COURT USE ONLY
Name and address where notices should be sent: Bankruptcy Processing Solutions, Inc. 1162 E. Sonterra Blvd., Suite 130 San Antonio, TX 78258		RECEIVED SEP 30 2013 BMC GROUP	<input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Telephone number: (210) 497-0300 email: bklegaleagle@aol.com			
Name and address where payment should be sent (if different from above): CIT Technology Financing Services, Inc. 10201 Centurion Parkway N, Suite 100 Jacksonville, FL 32256			<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.
Telephone number: _____ email: _____			
1. Amount of Claim as of Date Case Filed: \$ <u>3,289.70</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.			
2. Basis for Claim: <u>Lease for Kyocera Taskalfa copier</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: <u>2 7 6 5</u>	3a. Debtor may have scheduled account as: <u>KBA</u> (See instruction #3a)	3b. Uniform Claim Identifier (optional): <u>9 0 0 - 0 1 8 2 7 6 5 - 0 0 0</u> (See instruction #3b)	
4. Secured Claim (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.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe:		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
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.			
<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"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____
<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"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
*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 adjus			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6,			

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.

900-182765



This Agreement has been written in "Plain English". When we use the words you and your in this Agreement, we mean the user of the Equipment described below. When we use the words we, us, and our, we mean KBA Docusys. Our address is 32000 Alvarado Niles Road, Suite 520, Union City, CA 94587.

Customer Name: **FRIEND FINDER NETWORKS INC.**
 Billing Street Address: **220 HUMBOLDT ST. SUNNYVALE, CA 94089**
 Equipment Location (if different from above): **560 S. Winchester Blvd., #301 SAN JOSE, CA**

QUANTITY	MAKE & TYPE	MODEL	SERIAL NUMBER	LAST METER READING
1	TASKALIA	4201	QWCBZ06160	30

Installation date: 200. We agree to rent to you and you agree to rent from us the Equipment listed above. You promise to pay to us at the end of each billing period the payment for services from KBA Docusys and the use of our Equipment. If any payment is more than ten (10) days late, you agree to pay a penalty of ten percent (10%) or twenty dollars (\$20.00) (whichever is greater) and the amount overdue. The Customer agrees to pay twenty dollars (\$20.00) for each check that the bank returns for insufficient funds or other reasons.

MINIMUM PERIOD	COPY PERIOD	PAYMENT	MINIMUM MONTHLY VOLUME	OVERAGE
36 MONTHS	MONTHLY	\$275.11	B/W: _____ Color: _____ Copies	B/W: \$.007 Color: _____ Cents Per Copy

INSURANCE & 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 8 on page 2 of this Lease.) If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

UCC & MISCELLANEOUS You agree that we will file Uniform Commercial Code ("UCC") Documents and obtain credit bureau reports. You authorize us to sign any documents in connection with the Uniform Commercial Code on your behalf.

ADDITIONAL PROVISIONS:
 upon satisfactory completion of all terms and conditions of this agreement, lessee has the option to purchase the equipment for \$1.00

TERMS AND CONDITIONS
 BY SIGNING THIS AGREEMENT: (A) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FRONT AND SECOND PAGE OF THIS AGREEMENT, (B) YOU AGREE THAT THIS RENTAL IS A NET RENTAL THAT YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THIS AGREEMENT, WITH NO OBLIGATION SUBJECT TO DEFENSE OR COUNTERCLAIM, AND YOU CANNOT WITHHOLD, SETOFF OR REDUCE SUCH PAYMENTS FOR ANY REASON, (C) YOU WILL USE THE EQUIPMENT ONLY FOR BUSINESS PURPOSES, (D) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT FOR YOU HAS THE AUTHORITY TO DO SO AND TO GRANT THE POWER OF ATTORNEY SET FORTH IN SECTION 7 OF THIS AGREEMENT, AND (E) YOU AGREE THAT THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, YOU CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF CALIFORNIA OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, YOU WAIVE ANY RIGHTS TO A TRIAL BY JURY AND ANY AND ALL RIGHTS AND REMEDIES GRANTED YOU BY SECTION 2A 508 THROUGH 2A 527 OF THE UNIFORM COMMERCIAL CODE. THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

KBA DOCUSYS
 David Bloch, General Counsel / 7/20/2011
 Date: 7/20/11

ACCEPTANCE OF DELIVERY
 The undersigned agrees that they have received all of the Equipment described in the Agreement dated above. The Equipment is satisfactory and installation has been fully completed.

DATED: _____ CUSTOMER: _____ SIGNATURE: _____ TITLE: _____

WARRANTY
 I, the undersigned, guarantee that the Customer will make all payments and pay all other charges required under this Agreement when they are due, and the Customer will perform all other obligations under the Agreement fully and promptly. I also agree that KBA Docusys does not need to notify me of any default under the Agreement and, in the event of default, I will pay all amounts due under the terms of the Agreement. In addition, I will reimburse KBA Docusys for any attorney fees incurred in enforcing their rights.

INDIVIDUAL Name: _____ DATE: _____
BUSINESS Name/Title: _____ DATE: _____
 Company Name: _____

1. **AGREEMENT; DELIVERY AND ACCEPTANCE.** You agree to rent the equipment/services and any other property described on the front of this Agreement (collectively "Equipment") on the terms and conditions shown on the front and second page. 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. The Equipment will be deemed irrevocably accepted by you upon the earlier of: (a) the 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance ("Acceptance Date"); or (b) the date of commencement of the Equipment to you if previously you have not given written notice to us of your non-acceptance ("Acceptance Date"). The initial Term shall commence on a date designated by us after receipt of all required documentation and before the Commencement Date, as invoiced by us, unless in the Advance Payments Payment Schedule in this Agreement it is specified that 0 Advance Payments are due, in which case the first Rental Payment will be due on the date specified by us in the month following the Commencement Date, and the remaining Rental Payments will be due on the same day of each subsequent month (or such other time period specified on the front of this Agreement) at an address specified by us in Overages as stated on the front of this Agreement.

2. **NO WARRANTIES.** We are renting the Equipment to you "AS-IS". YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT. WE DO NOT REPRESENT THE MANUFACTURER, AND YOU HAVE SELECTED THE EQUIPMENT AND SUPPLIER BASED UPON YOUR OWN JUDGMENT. 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. We transfer to you for the term of this Agreement 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 Agreement. 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. Within 10 days of the expiration of the term of this Agreement you will deliver the Equipment to us in good condition and repair, except for ordinary wear and tear, to any place in the United States that we tell you. To the extent that any portion of the Equipment consists of software or other intangible products, you will return all tangible items of software and destroy all intangible requirements, have not retained such software in any form and will not use the software after termination. 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 all excise taxes, sales and use taxes, personal property taxes, and all other taxes and charges which may be imposed by any governmental entity during the term of this Rental, arising from the use, acquisition, ownership or rental of the Equipment. You will reimburse us for the use, acquisition, associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, we will file the personal property tax returns with respect to the Equipment, and you shall pay us in advance, and at the time(s) we require, the taxes that we anticipate will be due during the year. You further agree to pay us a documentation fee of \$125.00 to cover our expenses in processing this Agreement. If applicable, you agree to pay a supply delivery charge if billed, on a per machine basis, plus applicable taxes.

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 Agreement. You are required to make all Rental Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Even, 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 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 of insurance 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 such 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 Agreement, including any renewal or extensions. We may add the costs of acquiring such insurance from which we may earn a profit (collectively, "Insurance Charge") to the equal installments allocated to the remaining Rental Payments. Having in this Agreement 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 rental insurance, and we will not be liable to you if we terminate any insurance coverage that we arrange.

7. **TITLE; RECORDING.** We are the owner of and will hold title to the Equipment throughout the term of this Agreement. You will keep the Equipment free of all liens and encumbrances. To protect our rights in the Equipment, in the event this Agreement is determined to be a security agreement, you grant us a first priority security interest in the Equipment (including any replacements, substitutions, additions, attachments and proceeds.) You will deliver to us such signed documents, additions, attachments and our interest in the Equipment. You irrevocably authorize us to file a copy of this agreement and/or any other document as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf if required, such financing statements covering the equipment as we may deem necessary and reimburse us for cost of such things and lien searches.

8. **DEFAULT.** Each of the following is a "Default" under this Agreement: (a) you fail to pay any Rental Payment or any other payment within 10 days of its due date; (b) you do not perform any of your other obligations under this Agreement 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, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding; (d) any guarantor of this Agreement dies, does not perform its obligations under the guaranty, or becomes subject to one of the events listed in clause (b) or (c) above.

9. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Agreement 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) all unpaid Rental Payments for the remainder of the term plus our anticipated residual interest in the Equipment, if applicable, plus (ii) all other amounts due or that become due under this Agreement; (c) we may require you to deliver the Equipment to us as set forth in Section 3 and peacefully repossess the Equipment without court order and (d) we or our agent may terminate use of any software component of the Equipment; (e) we or our agent may claim against us for damages or trespass or any other reason; and (f) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs including reasonable attorney's 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 will remain responsible for any amounts that are due after we have applied such net proceeds.

10. **ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBRENT THE EQUIPMENT OR YOUR INTEREST IN THIS AGREEMENT.** We may, without notifying you, sell, assign, or transfer this Agreement and our rights to the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Agreement but not have to perform any of 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.

11. **AUTOMATIC RENEWAL.** You must give us at least 90 days written notice before the end of the initial term that you will return the Equipment to us. If you do not give us such written notice or if you do not deliver the Equipment in accordance with the terms and conditions of this Agreement, this Agreement will automatically renew for an additional 12-month period, and then on a monthly basis until you deliver the Equipment to us. During such renewal(s) the Rental Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days prior to such renewal term. With respect to items of Equipment consisting of software, your right to continue use of such software will be subject to the applicable license agreement.

12. **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, rental, 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.

13. **MAINTENANCE AND SUPPLIES.** The charges established by this Agreement include payment for the use of the designated equipment, accessories and maintenance (during normal business hours). Paper must be separately purchased by the customer, and supply portion of this Agreement will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned.

14. **OVERAGES AND COST ADJUSTMENTS.** You agree to comply with any billing procedures designated by us, including notifying us of the meter reading at the end of each month. At the end of the first year of this Agreement and once each successive twelve month period, we may increase the base usage charge per copy and the minimum monthly allowance over the base minimum by a maximum of not greater than 6% of the existing charge. You may not carry over any credits in any month in which you make fewer copies than the Minimum Copies per month. The consumable items consumption will be based on the Manufacturer's Specifications. In the event that a variance exceeds the manufacturer's specifications, KBA Documents, as determined in our sole discretion, can adjust meters due or invoice for such discrepancies.

15. **TRANSITION BILLING.** In order to facilitate an orderly transition, including installation and training and to provide a uniform billing cycle, the "Effective Billing Date" of this Agreement will be the fifteenth (15th) day of the month following installation. You agree to pay a prorated amount for the period between the installation date and the Effective Billing Date. This payment for the transition period will be based on the Rental Payment prorated on a 30-day calendar month and will be added to your first invoice.

16. **MISCELLANEOUS; FAX SIGNATURES.** You agree that the terms and conditions contained in this Agreement make up the entire agreement between you and us regarding the Rental of the Equipment. Any change in any of the terms and conditions of this Agreement 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 Agreement. All of our rights and indemnities will survive the termination of this Agreement. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of interest permitted to be charged or collected by applicable law, and any such excess payment will be applied to Rental Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Agreement, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any of such amounts that we pay. If more than one customer has signed this Agreement, each of you agree that your liability is joint and several. Any signature, execution and delivery permitted by the UCC by authentication of such document or instrument and to the extent of this Agreement shall be binding on us when signed by you as if originally signed. However, this Agreement shall be binding on us when signed by us. Both you and we agree that the version of this Agreement with our original signature shall constitute the original authoritative version.



INVOICE

32950 Alvarado Niles Rd. #505
 Union City, CA. 94587
 (510) 214-4040 (866) 536-0050

Invoice No: INV96601
 Date: 7/29/2011
 Account No: CT07

Bill To: CIT FINANCE LLC - EQUIPMENT BILLING
 10201 CENTURION PARKWAY NORTH
 SUITE #100
 JACKSONVILLE, FL 32256

Ship To: FRIEND FINDER NETWORKS INC
 Attn: DONNA
 560 S WINCHESTER BLVD # 301
 SAN JOSE, CA 95112

Sales Order No.	P.O. Number	Ship Method	Payment Terms	Payment Due
SO29366	1012102	WOLFE BROTHERS TRUCKING	LEASE	7/29/2011
Remarks				Sales Person
EID E13762 METER 30 ***** 36 MONTH STRAIGHT LEASE ***** MONTHLY PAYMENT: \$275.11 \$1.00 BUYOUT				JIM GRAF

Item No.	Description	Serial No.	Order	Ship	BkO	UM	Price	Disc.	Amount
1102KS2US0	TASKALFA 520I COPIER B&W	QWCO206160	1.0	1.0	0.0	EA	\$7,719.14		\$7,719.14
1203LKGK11	DP-760(B) DUAL SCAN DOCUMENT PROCESSOR	QGY0921985	1.0	1.0	0.0	EA	\$0.00		\$0.00
12051AOUN1	DF-780(B) 1,000 SHEET FINISHER	QWY0X18413	1.0	1.0	0.0	EA	\$0.00		\$0.00
855D200291	STAND(250CI/300CI/400CI/500CI)		1.0	1.0	0.0	EA	\$0.00		\$0.00
1505JP2US2	FAX SYSTEM (S) C 300I/420I/520I/300CI/400CI/500CI/552C		1.0	1.0	0.0	EA	\$0.00		\$0.00

PLEASE REMIT PAYMENT TO:

KBA DOCUSYS
 32950 ALVARADO NILES ROAD #505
 UNION CITY, CA 94587

Subtotal	\$7,719.14
Discount	\$0.00
Freight	\$0.00
Sales Tax	\$0.00
Invoice Total	\$7,719.14
Balance Due	\$7,719.14

FORM NO. 020000700

FORM NO. 020000700

FORM NO. 020000700



32956 Alvarado Hills Rd. #506
 Union City, CA. 94587
 (510) 214-4040 (800) 636-0050

PACKING LIST


Ship Date: 7/27/11
 Shipment Number: SH1023994

Bill To: FRIEND FINDER NETWORKS INC
 Attn: BRIAN OR JEREMY
 220 HUMBOLDT CT
 SUNNYVALE, CA 94089

Ship To: FRIEND FINDER NETWORKS INC
 Attn: DONNA
 560 S WINCHESTER BLVD # 301
 SAN JOSE, CA 95112

Account Number	Invoice Number	Item Number	Ship Method	Date Required		
FFDS	5029366		WOLFE BROTHERS TRUCKING	7/28/11		
EQ E13762				JIM GRAF		
METER 30 LEASE						
Item Number	Description	Part Number	Qty	Unit Price	Total Price	Weight
1102KS2US0	TASKALFA 520I COPIER B&W	QWCOZD6160	EA	1.00	1.00	0.00
1203LK6KL1	DP-760(B) DUAL SCAN DOCUMENT PROCESSOR	QGYD921985	EA	1.00	1.00	0.00
12053AOUN1	DF-780(B) 1,000 SHEET FINISHER	QWY0X1B413	EA	1.00	1.00	0.00
855D200291	STAND(250CI/300CI/400CI/500CI)		EA	1.00	1.00	0.00
1505JP2US2	FAX SYSTEM (S) C 300I/420I/520I/300CI/400CI/500CI/552C		EA	1.00	1.00	0.00

DELIVERY & ACCEPTANCE: The customer named above hereby certifies that the equipment described on this invoice has been delivered, installed and is accepted. The customer hereby agrees that each item of the equipment is in good condition and satisfactory for all purposes including any agreement entered into between the customer and KBA Docusys, Inc.

Signature: 
 Print Name: DONNA

Date: 7/28/11

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



RECEIVED
SEP 30 2013
BMC GROUP

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