CR2A AGREEMENT

This CR2A Agreement is entered into this 15th day of June, 2012, by and among Ricoh Americas Corporation, a Delaware corporation, hereinafter "Ricoh", IKON Office Solutions, Inc. an Ohio Corporation, a subsidiary of Ricoh, hereinafter "IKON", and the State of Washington, Department of Enterprise Services (formerly the Department of General Administration), hereinafter "DES." These entities shall be referred to collectively as the "Parties."

Whereas the Parties entered into a contract for Multifunctional Document Devices, Standalone and Networked, Washington State Contract # 03706 on or around April 1, 2007;

Whereas the Washington State Office of the Attorney General and the Department of General Administration ("GA") received an anonymous letter around September 2009 which alleged improper contract sales and billing practices by IKON;

Whereas GA staff conducted an investigation into the allegations contained in the letter;

Whereas the Parties agreed to jointly engage the services of the auditing firm, PricewaterhouseCoopers, Inc. ("PwC") to perform certain Agreed Upon Procedures ("AUP") to assist the Parties in evaluating contract pricing compliance by IKON;

Whereas the Parties after reviewing and evaluating the AUP results and conducting their own analysis of the data, met and negotiated a mutually agreeable resolution;

Whereas DES and Ricoh, without admitting any fault or liability, have agreed to a settlement and this CR2A agreement is the documentation of that agreement which will later be made into a formal settlement agreement.

NOW THEREFORE, in consideration of the foregoing, Ricoh, IKON, and DES hereby agree as follows:

1. IKON shall pay DES Four Million Dollars ($4,000,000.00). These funds shall be deposited within thirty (30) days of execution of this agreement into a fund as instructed by DES for disbursement to state agencies, including higher education institutions, and Washington State Purchasing Cooperative member customers according to the disbursement formula to be developed by DES. If IKON does not make this payment within this time period, interest of 12% shall accrue until payment is made.

2. Ricoh agrees to correct any Maintenance and Supply "cost per copy" rates not currently in compliance by September 1, 2012.

3. Ricoh agrees to work with the Contract Administrator to provide information by June 30, 2012 regarding customers who have paid for professional services training.

4. Ricoh agrees to cooperate and provide necessary information to assist DES in the disbursement of the funds.

5. The Parties agree not to disparage each other publically and will work jointly on preparing a public announcement of this settlement.

6. The Parties have already agreed to and implemented procedural changes to ensure contract pricing compliance and agree to memorialize those procedures in the formal settlement agreement.

7. In consideration of the foregoing, DES agrees to release and forever discharge Ricoh and its subsidiary, IKON, ~~its~~ their officers, employees, agents, shareholders, representatives and assigns, from any and all claims, demands, causes of action, impacts, debts, losses, liabilities, suits, damages, costs, expenses relating to IKON billings associated with Contract #03706, (including but not limited to attorney fees and costs), known or unknown which were brought or could have been brought, as of the date of this Settlement Agreement.

8. In consideration of the foregoing, Ricoh and IKON agree to release and forever discharge DES and Washington State Contract #03706 customers, (state agencies, including higher education institutions, and purchasing cooperative entities), and their officers, employees, agents, representatives and assigns, from any and all claims, demands, causes of action, impacts, debts, losses, liabilities, suits, damages, costs, expenses (including but not limited to attorneys' fees), known or unknown which were brought or could have been brought, relating to Washington State Contract #03706 IKON billings as of the date of this Settlement Agreement.

9. These releases do not include any IKON billings related to Image Management Services (IMS).

10. Except as provided herein, all prior understandings and agreements by the Parties as related to settlement hereto are merged into this CR2A Agreement which supersedes all prior settlement negotiations.

11. The terms of this CR2A Agreement constitute the entire CR2A Agreement between and among the Parties hereto, and inure to the benefit and bind the Parties hereto, their heirs, legatees, devisees, executors, successors, administrators and assigns, and may not be altered, amended, modified or otherwise changed in any manner except by a writing executed by the Parties hereto.

12. Each of the Parties affirms and acknowledges that it has read and fully appreciates and understands the words, terms, conditions and provisions of this CR2A Agreement, is fully and entirely satisfied with the same, has been represented by legal counsel of its choice in the negotiation, preparation and execution of this CR2A Agreement, has conferred with its counsel prior to the execution of this CR2A Agreement, and has executed this CR2A Agreement voluntarily and of their own free will and act.

The undersigned covenant and agree that they are fully authorized to execute this CR2A Agreement and to bind their respective entities by their signatures below.

DATED this 15th of June, 2012.

DEPARTMENT OF ENTERPRISE SERVICES JOYCE TURNER, Director	**RICOH AMERICAS CORPORATION** MICHAUNE D. TILLMAN, Vice President, Litigation & Employment Law
DEPARTMENT OF ENTERPRISE SERVICES FARRELL PRESNELL, Manager, Legal Services	**IKON OFFICE SOLUTIONS, INC.** MICHAUNE D. TILLMAN, Vice President, Litigation & Employment Law
Approval as to form: **ROBERT M. MCKENNA** **ATTORNEY GENERAL** LINDA SULLIVAN-COLGLAZIER, Assistant Attorney General Attorneys for DES	
PERKINS COIE LLC MARC A. BOMAN, Attorneys for Ricoh and IKON	