

THE FALCO CORPORATION

P. O. BOX 8800
GREENVILLE, S. C. 29604

E-3954

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THE FALCO CORPORATION hereby leases to the undersigned Lessee, and Lessee hereby leases and rents from Lessor, the personal property (herein called "Equipment") described in the Schedule below, subject to the terms and conditions set forth below and continued on the reverse side hereof.

SCHEDULE

1. PURCHASE AND DELIVERY: Lessee requests Lessor to purchase and arrange for delivery to Lessee of equipment of the type and quantity specified above, and has selected the supplier named above. Delivery shall be deemed complete upon arrival at Lessee's premises or when otherwise received by Lessee's agent.

2. TERM AND RENT. This lease shall be for the period stated in the Schedule, commencing with date of delivery of the equipment to Lessee, which date of delivery Lessee authorizes Lessor to fill in in the space provided above. Lessee agrees to pay during the initial term, monthly, in advance, the amount of each month payment as specified in the Schedule multiplied by the number of such payments as specified in the Schedule. Monthly payment shall begin on the first day of each month, first payment being due and payable on date of delivery. If sum normally due for a full month prorated on a 30 day basis. All payments of rent shall be made at the office of Lessor, or at such other place as Lessor may in writing designate.

3. ERRORS IN TOTAL COST. As used herein, "actual cost" means the cost to Lessor of purchasing and delivering the equipment to Lessee, including taxes, transportation, installation and other charges. The amount of each rent payment, and the renewal rental initially set forth above, are based on the total cost initially set forth above, and shall each be adjusted proportionately if the actual cost differs from the total cost set forth above. Lessee hereby authorizes Lessor to correct the figures initially set forth above when the actual cost is known, and to add to the amount of each rent payment any tax that may be imposed on or measured by the rent payments.

4. WARRANTIES. Lessor will include as a condition of its purchase of the equipment that supplier authorizes Lessee to enforce in its own name all warranties, agreements, and representations, if any, which may be made by the supplier to Lessee or Lessor, but Lessor makes no express or implied warranties, representations, or covenants, including merchantability, the condition of the equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of the equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

The undersigned agree to all the terms and conditions set forth above and on the reverse side hereof, and each certifies that the person or persons signing this lease on his behalf are authorized so to obligate it. IN WITNESS WHEREOF Lessor and Lessee have dated this lease this 25th day of November, 1974.

~~PEBBLE BEACH GOLF CLUB~~ Lessee

The Falco Corporation, Lesson

B. ~~McCormick~~ McCormick

By Samuel T. Clegg U.P.

Salon Offers

By John H. M. Smith Title

—
Title

Initials *Date* *Title*

Lesser address: Route 2

Lesser Address: P. O. Box 8899

Greenville, S. C. 29609

Taylors, South Carolina 29687

(1) LEASE ORIGINAL