

THE FALCO CORPORATION

P. O. BOX 8895
GREENVILLE, S. C. 29604

Lease No. F-3955
Delivery Date BOOK **8** PAGE **514**
12-27-74

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

| Quantity | Serial Number | Equipment (Manufacturer, Model No., Description) | Unit Price |
|-------------------------------|---------------|--|---------------------|
| 1 | | S/S 6-0 Hood with filters, drop-in equipment stand 10-0, fan, fire system installed, installation of duct and fan. | |
| 1 | | G.E. Hot Plate | |
| 1 | | G.E. Fryer | |
| 1 | | G.E. Char Broiler | |
| 1 | | G.E. Warmer | |
| 1 | | Fresh-O-Matic | |
| 1 | | Sandwich Unit | |
| 1 | | Pull down Toaster | |
| 1 | | Slicer, Lowenstein | |
| 1 | | Nor Lake Comb. Freezer and Refrigerator on caster | |
| 1 | | Ross Temp Ice Machine with Cuber and Drink Dispenser, installed on casters | |
| 3 | | 302P Walnut Folding Tables | |
| 1 | | 2-compartment Sink with 18" drainboard | |
| 1 | | 3-compartment Sink with 24" drainboard | |
| 1 | | 3-compartment Bar Sink | |
| TOTAL PRICE | | | \$ |
| LESS TRADE-IN (IF ANY) | | | |
| TOTAL COST | | | \$ 10,126.55 |

LEASE TERM: Sixty (60) MONTHS
 RENTAL PAYMENTS: \$ 241.02 per month for the first 60 months,
 followed by \$ Not Appl. per month for the next _____ months,
 followed by \$ Not Appl. per month for the next _____ months,
 followed by \$ Not Appl. per month for the next _____ months,
 followed by \$ Not Appl. per month for the next _____ months,
 ADVANCE RENTALS: \$ None payable at the time of signing of this lease, to be applied to the last rental payments, in the inverse order of their respective maturities.
 RENEWAL OPTION: \$ 120.51 per annum.
 EQUIPMENT LOCATION: Route 2, Taylors, South Carolina
 SUPPLIER: Name Joyce Equipment Company, Inc.
 Street Address BOX 251 City Greenville State S. C.

- 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.
- 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 of this lease rent equal to the amount of each rent payment as specified in the Schedule multiplied by the number of such payments as specified in the Schedule. Monthly rent payments shall be made in advance on the first day of each month, first payment being due and payable on date of delivery. If equipment is delivered to Lessee on a day other than the first day of the month, payment for the first month, and for the last month, shall be a portion of the 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.
- 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 proportionally 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.
- WARRANTIES.** Lessor will include as a condition of its purchase of the equipment that supplier authorize 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 as to any matter whatsoever, including without limitation, 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 its behalf are authorized so to obligate it. IN WITNESS WHEREOF Lessor and Lessee have dated this lease this 25th day of November 19 74

PEBBLE CREEK GOLF CLUB, Lessee
 Company _____, The Falco Corporation, Lessor
 By [Signature] Title _____, By [Signature] Title _____
 By [Signature] Title _____, By _____ Title _____
 Witness [Signature] Witness _____

Lessee Address: Route 2 Taylors, South Carolina 29687
 Lessor Address: P. O. Box 8895
 Greenville, S. C. 29604

EXHIBIT D