

# TAB B-2



Lease Schedule #002  
Master Lease Agreement # 8394851

**EQUIPMENT:**

Quantity	Equipment Model and Description <input type="checkbox"/> ALL EQUIPMENT, SOFTWARE AND OTHER PROPERTY MORE FULLY DESCRIBED IN EQUIPMENT SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF	Serial Number	Contracted Hrs (FMV Only)		
			0-600	601-900	901-1200

See attached schedule for Equipment / Accessories  
Equipment Location: 301 BEAVER DAM RD., TRAVELERS REST, SC 29690

**SUPPLIER:**  
SMITH TURF & IRRIGATION COMPANY  
Name  
4355 GOLF ACRES DR  
Address  
CHARLOTTE NC 28208  
City State Zip

**PURCHASE OPTION AT END: OF**  
 \$1.00 Purchase Option  
\*LEASE RATE FACTOR: 0.02073

"Master Agreement" shall mean the above referenced Master Lease Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT OUR AGENTS AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE GOVERNED BY THE LAWS OF ILLINOIS. YOU CONSENT TO THE JURISDICTION AND VENUE OF FEDERAL AND STATE COURTS IN ILLINOIS.

ALL OF THE TERMS AND CONDITIONS SET FORTH IN THE MASTER AGREEMENT ARE HEREBY INCORPORATED INTO THIS SCHEDULE. BY SIGNING THIS SCHEDULE, YOU AGREE TO THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**TRANSACTION TERMS:**

EQUIPMENT	\$17,194.25
UPFRONT SALES TAX	\$1,031.65
<b>TOTAL PURCHASE PRICE</b>	<b>\$18,225.90</b>

Lease Payment: \$377.82  
Term: 56 Months  
Billing Period: Monthly


The following additional payments are due on the date this Agreement is signed by you:

ADVANCE PAYMENT: \*\*\$377.82  
\*\* Applied to 1st Payment

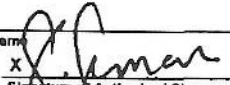
DOCUMENT FEE: \$0.00

**LESSOR ("We", "Us")**

GENERAL ELECTRIC CAPITAL CORPORATION  
1961 Hirst Drive  
Moberly, MO 65270

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: 9-9-08

**LESSEE ("You")**  
THE CLIFFS COMMUNITIES, INC.  
Full Legal Name  
THE CLIFFS AT KEOWEE SPRINGS  
D/B/A  
301 BEAVER DAM RD.  
Billing Address  
TRAVELERS REST SC 29690  
City State Zip

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
By:    
Signature of Authorized Signer  
Name:  STEVE SEMAN  
Please Print  
Title:  DIR. PROCUREMENT  
Please Print  
Date:  8/8/08 Fed Tax ID: 571113720  
Date of Signature



Agreement No. 8394851002

TO BE COMPLETED AND RETURNED WITH SIGNED AGREEMENT

SHIP TO:

NAME: KEOWEE SPRINGS GOLF MAINTENANCE  
 ADDRESS: 158 Keowee Baptist Church Road  
 CITY, ST, ZIP: Six Mile, SC 29682  
 ATTENTION: John Nachreiner

BILL TO:  
(If different than SHIP TO address)

NAME: The Cliffs Communities Inc.  
 ADDRESS: PO Box 1549  
 CITY, ST, ZIP: Travelers Rest, SC 29690  
 ATTENTION: Kim Morgan  
 FEDERAL TAX ID#: 57-1112849

CONTACT NAME: KIM MORGAN  
 PHONE NUMBER: 864-371-1050 FAX NUMBER: 864-836-8176 CELL NUMBER: VIA  
 BEST TIME TO REACH: 8:00 AM - 5:00 PM M-F



### Exhibit A

Lease Schedule #: 8394851002

#### EQUIPMENT

Qty	Equipment Description	Serial Number	Contracted Hrs (FMV Only)		
			0-600	601-900	901-1200
1	VP TRI-STATE 8 TON				
1	VP BROYHILL ACCUSPEED WATTACHMENTS				
2	VP EASTMAN FLY MOWER				
6	LCE HEAVY DUTY RECYCLER				

Equipment Location: 301 BEAVER DAM RD., TRAVELERS REST, SC 29690

LESSOR: GENERAL ELECTRIC CAPITAL CORPORATION  
 BY: [Signature]  
 NAME: \_\_\_\_\_  
 TITLE: CA  
 DATE: 9-9-08

LESSEE: THE CLIFFS COMMUNITIES, INC.  
 BY: X [Signature]  
 NAME: X STEVE SEMAN  
 TITLE: X DIR PROCUREMENT  
 DATE: X 8.08.08

AUG 19 '08 AM 9:37

General Electric Capital Corporation  
PO Box 601  
Moberly, Missouri 65270

NOTICE OF LEASE MODIFICATION

TO: CLIFFS COMMUNITIES, INC. THE  
PO BOX 1549  
TRAVELERS REST, SC 29690

Thursday, September 11, 2008

Re: Lease Agreement No. 8394851 - 002

Dear Lessee,

Please be advised that pursuant to certain provisions of the above referenced Lease, General Electric Capital Corporation ("GE Capital") has inserted and/or corrected missing or incorrect information contained on the face of the Lease, ("Modification(s)"). For each Item designated below, GE Capital replaced the identified Item in its entirety with the information that follows:

LESSE: \_\_\_\_\_  
\_\_\_\_\_

RENT: \_\_\_\_\_  PAYABLE: \_\_\_\_\_  
          \$381.39 (including applicable taxes)  TERM: \_\_\_\_\_

PURCHASE OPTION AT END OF LEASE TERM: \_\_\_\_\_

LEASE RATE FACTOR: \_\_\_\_\_  SECURITY DEPOSIT: \_\_\_\_\_

ADVANCED RENT: \_\_\_\_\_

OTHER: Equipment \$17,194.25  
Upfront Sales Tax \$1,203.60  
Total \$18,397.85

Please review the above Modification(s). If you do not agree with such Modification(s), please contact Customer Service immediately at 800-633-3980. If you do not respond within ten (10) days of receipt of this Notification of Lease Modification, the Modification(s) will be deemed acceptable and Lessee's obligations under the Lease shall be in accordance with such Modification(s).

Sincerely,  
General Electric Capital Corporation

*Julie Bealmer*  
Julie Bealmer  
Contracts Administrator

CLIFFS COMMUNITIES, INC. THE



8394851002