

TotalSolution Program Schedule 1

JUN 2 4 2009

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INSTALLING COMPANY

Mitel	LEASE NUMBER SUBLEASE ACCOUNT NO.
Green	10.8014
Greer	RENT COMMENCEMENT DATE: 3-0/-10
Spartanburg	
STATE ZIP	schedule of Payments
SC 29651	60 MONTHLY PAYMENTS OF \$ 15,717.33
LOCATION OF EQUIPMENT 3598 Hwy 11	EXCEPT AS OTHERWISE INDICATED BELOW. OTHER 60 Days deferred payments after Install
Travelers Rest	PAYABLE AT SIGNING OF THE LEASE (Chack one) PIRST TOTAL PAYMENTS
SC ZIP 29690	De other no cust dep reid
LIST OF	EQUIPMENT ATTACHED
LEGACE (CIV. LEGAL MATE	
LESSEE (FULL LEGAL NAME) The Cliffs Communities	DELIVERY AND ACCEPTANCE OF EQUIPMENT
FILING ADDRESS	I AM AUTHORIZED AND HEREBY CERTIFY, ON BEHALF OF THE LESSEE, THAT ALL OF THE EQUIPMENT TO BE LEASED HAS BEEN DELIVERED AND INSTALLED, THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENT'S LARS BEEN AND SECOND
3598 Highway 11	THE INSTALLATION AND ALL OTHER WORK NECESSARY FOR THE EQUIPMENTS USE HAS BEEN SATISFACYORILY COMPLETED. THE DELIVERY DATE IS THE DATE THIS ACCEPTANCE IS SIGNED.
CITY COUNTY STATE	
Travelers Rest Greenville SC 2969	1 1
PHONE DATED	SIGNATURE X See attached SIGNATURE
864-371 1600 4.30.2009	
BY X (Marty Geloch (AUTHORIZED SIGNER)	3GREETE DATE 14-09
VOIDS GOVERN	PRINT NAME
PRINT NAME MARRY 197504 TITLE TREASE	
TOTAL GOME - THE TOTAL STATE OF THE STATE OF	THLE
ACCEPTED: MITEL LEASING, INC., LESSOR	3 77055
BY X	
TITLE DUSCOT OHOW P DATE 1114	
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Rev 07/08 . ·	Pege 1 of 1 RECEIVED SCHED

DEC-14-2009 14:06 From: INTER

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AccessLine Fax

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Lessee (Full Legal Name) The Cliffs Communities

Account Number 204846_GNB2599244



UCU 10 RECO

Delivery and Acceptance of Equipment

LESSEE:

The Cliffs Communities

Address:

3598 Hwy 11

City, State, Zip: Trevelers Rest, SC 296

In accordance with the executed lease agreement dated 4/30/09, I hereby certify on behalf of the Lessee that all of the equipment to be leased has been delivered and installed. The installation and all other work necessary for the equipment has been satisfactorily completed. The delivery date is the date this acceptance is signed.

Signature: A

Print Name:

Manager Daniel

Date: 12-14-09

Location Of Equipment if other than above:

Address;

City, State, Zip:

Phone Number:

Installing Branch

Branch Name:

Mitel Greenville

Address:

2355 Hwy 1018, Sto J

City, State, Zip: Greer, SC 29651

Mitel Leasing, Inc., 1140 West Loop North, Houston, Texas, 77055

6. (-1)

Supplement to Equipment Lease For Additional Equipment (Add-ons)



Dear Custories: We've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement catelogy and feel fee to ask us any questions you may have about it. We use words you and your to mean the Costomer. The words we, us and our teler to the Leason Indicated below. Smirch! Cliffs Communities, Inc., The 3598 Hwy 11 Travelers Rest 'sa ^{2#}29690 Mitel Leasing, Inc. 1140 West Loop North Texas. 77055-7218 (713) 844-0800 1. Leave Agreement. We spee to lease to you and you agree to lease from us the equipment and modifications fisted below Description of Equipment Added Quartery. Make & Type Total Monthly 18 Mitel 5330 IP Phones 118.23 Equipment location, if other than customer's address above 2. Additional Monthly payment \$118,23 Temps and conditions. You signed that all of the terms and conditions acraelhed in the Leade retained to shore and apply to this Supplement, except as stated in paragraph 4 below. Term and from. The term of this Supplement will be the number of newthe remaining under the contined Leake described and numbered above at the time was according to the supplement. The edulated monthly payment for the equivalent leaked under this Supplement will be the amount listed in payment above. The edulational monthly payment will be utded to the payments stated in the Leaket. You egible to pay the combined payments on the due dates stated in the Leaket. Additional Provisions. You agree that this Supplement cannot be carriedled except as provided for in the Lease. You also agree that the aguinment will not be used for personal family or household purposes. You acknowledge receipt of this Supplement. customer acknowledges, understands, and agrees to the terms on this facing page, and any attachments hereto. CRES Communities, inc., The MITEL LEASING, INC. 3598 Hwy 11 1140 West Loop North ADDRESS GALL Travelors Rest, SC 29690 Houston, TX 77065-7218 V+ C471* Date DELIVERY AND ACCEPTANCE We cartify that all of the equipment and modifications described in the above Supplement have been delivered and installed and we have accepted it as satisfactory.

ESPOOLE

Supplement to Equipment Lease
For Additional Faulament (Add-ons)



For Additional Equipment (Add-ons) Dear Customer, Wa've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language because we want you to understaind its some. Please read your agreement carefully and leef had to bak us any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Leaser knowledge below. F2727331 Supplemental tease frombed 3598 Hwy 11 Cliffs Communities, Inc., The Travelers Rest SC 29690 Mitel Leasing, bro. 1140 West Loop North Houston Texas 1713) 844-0800 1. Lease Agreement. We spree to lease to you and you some to lease from us the soutprisent and modifications listed below Description of Equipment Added Challets Mala & Type Monthly (per unit) Total Monthly 35 18V Power Adaptions 35 Power Colds 27,06 Equipment location, if other than customer's address above Actificated Monthly payment: \$27.05 3. Territs, and countlines. You sprite that all of the farms and conditions confeded in the Lease referred to above will apply to this Supplement, except os stated in personant fielder. 4. Team and Front. The term of this September I will be the number of months remaining under the original Lease described and numbered above of the time was accept this Supplement. The additional months payment for the additional months above the additional months are added to the payment instead in the Lease. You agree to pay the combined payments on the due dates stated in the Lease. You agree to pay the combined payments on the due dates stated in the Lease. Additional Provisions. You egree that this Supplement council be cancelled except as provided for in the Lease, You also agree that the equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Supplement. customer acknowledges, understands, and agrees to the terms on this facing page, and any attachments hereto. Cilifs Communities, inc., The MITEL LEASING, INC. 3598 Hwy 11 1140 West Loop North Travelers Rest, SC 29690 Houston, TX 77055-7218 Date: DELIVERY AND ACCEPTANCE We certify that all of the equipment and modifications described in the above Supplement have been delivered and installed and we have accepted if Si" communicados

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DEC-14-2009 14:13 From: INTERTF

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^{CA)} Tyavolens Rest		*#* sc	²⁰ 29890	
Mitel Leaving. Inc.		1140 West Loo		
csy Houston	Sulv Texas	²³ 6 77055-7218	Phone (713) E	344-0800
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Travelers Rest 80	29690	Houeto	n, TX 77085-7218	
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Supplement to Equipment Lease For Additional Equipment (Add-ons)



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Houston	Texas.	77055-7218		(3) 844-0800
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DEC-14-2009 14:06 From: INTER

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Lesses (Full Legal Name) The Cliffs Communities

Account Number 204846



UCC 1 D RECO

Delivery and Acceptance of Equipment

LESSEE:

The Cliffs Communities

Address:

3598 Hwy 11

City, State, Zip: Travelers Rest, SC 295

In accordance with the executed lease agreement dated 4/30/09 , I hereby certify on behalf of the Lessee that all of the equipment to be leased has been delivered and installed. The installation and all other work necessary for the equipment has been satisfactorily completed. The delivery date is the date this acceptance, is signed.

Signature: A

Print Name: 🧳

Location Of Equipment if other than above:

Address:

City, State, Zip:

Phone Number:

Installing Branch

Branch Name: Milel Greenville

Address:

2355 Hwy 1018, Ste J

City, State, Zip; Greer, SC 29651

Mitel Leasing, Inc., 1140 West Loop North, Houston, Texas, 77055

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E3P 20627

Supplement to Equipment Lease

For Additional Equipm	ent (Add-ons)				t in mm. m managements
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Cliffs Commu	nilles, line. The	3598 Hwy 1	1	*****	
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Houston	Texas lo lessa la you and you accesto le asa froi	77055-7218	ed' it:	(713)·	344-0800
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3698 Hwy 11	talis	1140 W	at Loo	North	***
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DEC-14-2009 14:06 From: INTE

AccessLine Fax

Lessee (Full Legal Name) The Cliffs Communities

Account Number 204846



UEU I D REC'D

Delivery and Acceptance of Equipment

LESSEE:

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3598 Hwy 11

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Signature:

Print Name:

Location Of Equipment if other than above:

Address:

City, State, Zip:

Phone Number:

Installing Branch

Branch Name:

Mitel Greenville

Address:

2355 Hwy 101S, Ste J

City, State, Zin: Greer, SC 29651

Mitel Leasing, Inc., 1140 West Loop North, Houston, Texas, 77055

ESP 20612

	Equipment (Add-ons)		WIVITEL
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Travelers R	9s i	SG SG	²⁹ 29690
Milel Leasing		/9391 1140 West Loop I	
Houston	Toxas	77055-7218	(713) 844-0800
1. Lobse Agreement	L. We note to fensa to you and you uprea to i		Kálkins lišted bélow.
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Travelers Rest	SC 29690	Houston,	X 77056-7218
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Dalo: 12/8/	109.	Qale:	12/10
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there are grown as I of the	1 Acl	wel. a.	1,1/6

DEC-14-2009 14:06 From: INTT 3L

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数据学业公案

Lessee (Full Legal Name) The Cliffs Communities

Account Number 204846_

GNJ:2727327



UEC 1 9 RECT

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LESSEE:

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Signature: 2

12-14-09

Print Name:

ery eirscit

Location Of Equipment If other than above:

Address; City, State, Zip: Phone Number:

Installing Branch

Branch Name: Mitel Greenville
Address: 2365 Hwy 1019, Ste J
City, State, Zip: Greer, SC 29651

Mitel Leasing, Inc., 1140 West Loop North, Houston, Texas, 77055

DEC-14-2009 14:09 From: INTERT

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DEC-14-2009 14:09 From: INTERTE

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<u>SCHEDULE 1</u>

Mountain Park Sales Removal of Equipment

Rámbivod Equipinain

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SDDD228 DUMDSP MMC
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MP Sales Equipment added to Admin 2

Milet Communications Director (MCD) - Solution Licenses
31 MCD IP Phone licence

Deskies Devices - 5200/5300 P Phones and Perinherals.

Professional Services—implementation.
Implementation, Train, PC.

Approved and Accepted By,

Gustomer John Tay

Date: 8-28-09

Mitel Representative:

- Date

MITEL

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Supplement to Equipment Lease For Additional Equipment (Add-ons)



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Supplement to Equipment Lease For Additional Equipment (Add-ons)



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Houston	Textis	77055-7218	Prices (713)	844-0800
1. Lease Abreement, We agree to Is	esse to you and you agree to lease from			
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Supplement to Equipment Lease For Additional Equipment (Add-ons)



Dear Customer: We've written this Supplement to Equipment Lease (Supplement) in simple and easy to read language because we want you to understand its terms. Please read your agreement carefully and leaf free to ask as any questions you may have about it. We use words you and your to mean the Customer. The words we, us and our refer to the Lessor indicated below. Supplement Sunday Syppianientog Exase Humber, 3598 Hwy 11 Cliffs Communities, Inc., The Travelers Rest 29690 SC Mitel Leasing, Inc. 1140 West Loop North CAY (713) 844-0800 77055-7218 Texas Houston 1. Leuse Agreament. We agree to lease to you and you agree to lease from us the equipment and modifications listed its low Description of Equipment Added Total Monthly Make B Type Monthly (per unit) Quentity Mitel IP Licensos -561,03 Equipment (ccation, if either than customer's addréss above Ċ \$1654 ACCOUNT Additional Monthly payment: \$-61,03 3. Terms and conditions. You agree that all of the terms and conditions confidence in the Lease referred to above will apply to this Supplement, except os stated in paragraph 4 below. Term end Herit. The learned this Supplement will be the rightler of mining remember under the original tease described and numbered above of the his lightler of the second of the learned above of the line supplement. The editional mouthly payment for the edition of the supplement will be the amount fisted in paragraph 2 ebolis. The editional mouthly payment will be added to the payments stuted in the Lease. You egipte to pay the combined payments on the Coase. You egipte to pay the combined payments on the Coase. Additional Provisions. You sproe that this Supplement cannot be cancelled except as provided for in the Lease. You also agree that the
equipment (viii not be used for passonal family or household parases. You delimited a receipt of a copy of this Supplement. Custoner acknowledges, understands, and agrees to the terms on this facing page, and any attachments hereto. MITEL LEASING, INC. Cliffs Communities, Inc., The 1140 West Loop North 3598 Hwy 11 Houston, TX 77055-7218 Travelers Rest, SC 29690 By. m wheat Date: DELIVERY AND ACCEPTANCE We couldy that all of the equipment and modifications described in the above Supplement have been delivered and installed and we have accepted it as satisfactory.

Includedounkurt



Total Solution Program Lease Agreement Account No.

This lease is written in plain language because we want you to fully understand its terms. Please read your copy of this lease carefully and feel free to ask us any questions you may have about it. We use the words you and your to mean the lessee indicated below. The words we, us, and our refer to the lessor indicated below. The words the Branch of the Branch Office of Mitel Technologies, Inc., a third party which will transfer ownership of the equipment to us upon your execution of this lease and acceptance and delivery of the equipment. Therefore, your agreement concerning the lease of the equipment is with value and is set forth in this Agreement. You fully understand and agree that you have or will have entered into a separate agreement titled TotalSolution Program Service Agreement (hereafter called the "TSP Service Agreement") with the Branch.

1. AGREEMENT: You agree to lease from us and we agree to lease to you the equipment and/or software listed on all Schedule 1's, and that all equipment will be used for business purposes only. You promise to pay us the sum of the rental payments indicated on Schedule 1 attached. You may request, periodically, that additional equipment be added to an existing location, which equipment will be listed on a Supplement to Lease Agreement which when executed by you and us, will be attached to the specific Schedule 1 of this agreement and made a part hereof for all purposes, Payments for equipment added by Supplement to Lease Agreement will be computed to terminate the same time as the applicable Schedule 1. You may also request that additional equipment and/or software be added at separate locations, the equipment and/or software will be described on a separate Schedule 1, which when executed by you and us, and the appropriate deposit paid, will be attached to this agreement and made a part hereof for all purposes. You promise to pay us the sum of all rental payments listed on all Schedule 1's and Supplements to Lease Agreements.

2. ORDERING EQUIPMENT: If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and

2. ORDERING EQUIPMENT: If you have entered into a purchase contract for the equipment, you agree to waive your rights of ownership by execution and acceptance of this Agreement and any Schedule 1 or Supplements to Lease Agreement.

3. NO WARRANTIES: We are leasing the equipment to you "AS IS," WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS LEASE. If the Branch or anyone else has made a representation or warranty to you as to the equipment or any other matter, you agree that any such representation or warranty shall not be binding on us, nor shall the breach of such refleve you of, or in any way affect, any of your obligations to us under this lease. If the equipment is not satisfactory for any reason, you shall make your claim only against the Branch and you shall nevertheless pay us all rent payable under this lease. So long as you are not in default under any of the terms of this lease, we transfer to you any warranties inherent with ownership made to us by the Branch, or the manufacturer, or supplier. You understand and agree that only an authorized officer of Milet Leasing, Inc. is authorized to waive or change any term or condition of this lease and no change is valid until and unless it is reduced to writing and signed by both parties. YOU AGREE THAT, REGARDLESS OF CAUSE, YOU WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST US AND WE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY ARISING FROM YOUR USE OF OR INABILITY TO USE THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR BUSINESS, EITHER SEPARATELY OR INCAMBINATION WITH ANY OTHER EQUIPMENT, OR FOR REMOVAL OF EXISTING EQUIPMENT; FROM ROUTING AND PROGRAMMING ERRORS; AND UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE ANDIONE EQUIPMENT, MODEM LINES AND LONG DISTANCE CARRIER SERVICES, NOR SHALL, WE BE RESPONSIBLE FOR THE PROQUREMENT OF, OR PAYMENT FOR ANY LICENSING REQUIREMENTS AS

and will continue until you have met all of your obligations under the lease. Advance rentals are not refundable if the lease does not begin for any reason. The payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all Schedule 1's. You will be notified in writing if we change the date of your first payment. Thereafier, consecutive periodic payments will be due on the same day of each period indicated on this Agreement. All payments will be made to us at our address on this lease, or at another address, which we would designate in mriting. Your obligation to pay rentals to us is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. You authorize us to insert serial numbers and other identification data about the equipment, as well as other omitted factual matters. If we accepted a security deposit from you, it will be held by us to secure your faithful performance of this lease, and it will be returned or applied as stated in Paragraph 14. You shall pay us a one-time administrative fee (not to exceed \$90.00) to reimburse us for our start-up administrative costs.

6. ASSIGNMENT: You may not sell, transfer, assign or sublease the equipment or this lease. We may, without notifying you, sell, assign or transfer this lease and ownership of the equipment and you agree that if we do so, the new lessor will not have to perform any of our obligations, You agree that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease or the payments of rent are payable periodically in advance as stated on any schedule to this lease. The first payment is due on the Commencement Date as set forth on all

that the rights of the new lessor will not be subject to any claims, defenses or set-offs that you may have against us. However, any such assignment, sale, or transfer of this lease or the equipment will not relieve us of our obligations to you under this lease.

7. OWNERSHIP AND QUIET ENJOYMENT: We are the owner of and have title to the equipment. If any other person attempts to claim ownership of the equipment by asserting that claim against you or through you due to acts or omissions by you, you agree, at your expense, to protect and defend our title to the equipment. Further, you agree that you will at all times keep the equipment from any legal process or lien whatsoever, and you shall give us immediate notice of any lien whatsoever, or if any legal process or lien is asserted or made against the equipment. So long as you are not in default under any of the tarms in this lease, we agree that you shall quietly use and enjoy the equipment in good working order and repair. The Branch has provided for this in the TSP Service Agreement. You are responsible for protecting the equipment from damage, except for ordinary wear and lear and from any other kind of loss while you have the equipment or while it is being delivered to you. Even if the equipment is damaged or lost, you egree to continue to pay rent. You will keep and use the equipment on all schedular 1s, and you will only use it for business purposes and in compliance with all applicable laws. You will not make any alterations or additions to the equipment from those written consent (which we will not unreasonably withhold), nor will you permanently attach the equipment to your real estate. You agree that you will not remove the equipment from those addresses unless you get our written permission in advance.

TAXES AND FEES: You agree to pay when due all laxes relating to this lease. You also agree that we have the right each year to estimate the yearly personal property taxes that will be due for the equipment and that you will pay us the astimated taxes when we request payment. If we pay any of those taxes, you agree to reimburse us on demand. You also agree that we have the right to sign your name to any document for the purpose of taxing property tax statements, so long as the filing does not interier with your right to use the equipment.

10. INDEMNITY: We are not responsible for any injuries or losses to you or any other person caused by your use of the equipment. You agree to reimburse us for and to defend us against any daims for such losses or injuries. This indemnity shall continue even efter the lerm of this lease has expired.

11. INSURANCE: You agree to make all payments when due under this lease regardless of the cause of physical damage loss to the equipment. You agree to maintain, at your expense, a general public liability insurance policy, covering both personal injury and property damage, from anyone who is acceptable to us and to provide us, on request, with certificates or other evidence of insurance acceptable to us, if any insurance proceeds are paid as a result of any such loss or damage to the equipment, you agree that such insurance proceeds shall be paid to us to the extent of your rental obligations under this lease.

LEASING INITIALS

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Case 12-01220-jw Doc 701-1 Filed 09/14/12 Entered 09/14/12 16:32:28 Desc Index Exhibit A Page 24 of 26

Total Solution Progra	
Lease Agreement (continu	ied)

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12. DEFAULT AND REMEDIES; If you do not pay rent when due or if you break any of your promises under this lease, or you become insolvent, easign your assets for the benefit of your creditors, or enter (voluntarity or involuntarity) a bankruptcy proceeding, you will be in default. If your default is caused by your fallure to make any payment when due, we can, after len (10) days creators, or enter (voluntary or involuntary) a candidative processing, you was be in detail, in your cetait is caused by your tailure to make any payment, when due, we'can, after ental processing in detail, in your cetail is caused by your tailure to make any payment when due, we'can, after ental processing in detail or require this lease at present value, using a six (6%) percent per year discount rate, if your fail to return the equipment to us, in addition we can also require that you pay to us our residual interest in the equipment. You also egree to pay us interest on all sume due us from the date of default until paid at the rate of one and one-half (112%) percent per month, but only to the extent permitted by law. If your default is caused by your breaking any of your other promises under this lease, we shall be entitled to recover from you all damages caused by that type of default. We can also use any of the remedies available to us under the Uniform Commercial Code or any other law. If we refer this lease to an attorney for enforcement or collection, you agree to pay the greater of (1) dur reasonable attorney's fees or (2) at least twenty (20%) percent of the remaining balance of all the rental payments, and actual costs. If we have to take possession of the equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling the equipment, which sum is agreed to be five (6%) percent of the original cash price by us of the equipment. Although you agree that we are not obligated to do so, if we decide to sell the equipment, and we are able to sell the equipment for a price that exceeds the sum of (a) our cost of repossession described above, (b) the residual value of the equipment, present valued as calculated above, and (d) any remaining debt owed by you to us, then we shall give you a credit for the amount of such excess. You agree that we do not have to notify you that we are selling the equipment.

amount of such excess. You agree that we do not have to notify you man we are scaling the equipment.

13. OTHER RIGHTS: You agree that any delay or failure to enforce our rights under this lease does not prevent us from enforcing any rights at a later time. Both parties infend this lease to be a valid and legal document, and agree that if any part is determined to be unenforceable, all other parts will remain in full force and effect. If this document is not found to be a lease, then you grant us a security interest in the equipment, and you advonwedge and agree to all other terms herein as applicable to the security interest. You also give us the right to immediately file, at your expense, any Uniform Commercial Code ("UCC") financing statements or related filings, as well as the right to sign your name to any such filings that we make,

14. REDELIVERY OF EQUIPMENT: In the event you do not decide to renew this lease, as provided for in the TSP Service Agreement, or purchase the equipment according to the terms of any Purchase Option Letter that we have issued to you, then when this lease explices, or is earlier terminated, you shall allow us or our designated agent, upon three (3) days' notice, the continued to the hold and leased by you on a morth to month basis at the same material as in this lease. Unon expiration of your leases, and monthad you have distinct all divine obtained to the hold and leased by you on a morth to month basis at the same material as in this lease. Unon expiration of your leases, and monthad you have distinct all divine obtained to the same material as in this lease. conflue to be half and leased by you on a month to month basis at the same rental rails in this lease, upon expiration of your lease, and provided you have fulfilled all of your obligations to us under this lease, we will either refund your security deposit without interest to you or at your direction apply it towards the purchase of the equipment.

16. LATE CHARGES: If, prior to our notice of default, any part of a payment is not made by you within thirty (30) days of its stated due date, you agree to pay us a late charge of ten (10%) percent of each late payment, but only to the extent permitted by law. You agree to pay us the late charge not later than one month following the date that the original payment was due.

16. ENTIRE AGREEMENT; CHANGES: This Lease contains the entire agreement between you and us and it may not be altered, amended, modified, terminated or otherwise changed except in writing and signed both by you and us. You agree and understand that you are only leasing the equipment as specified on all Schedule 1's and Supplement to Lease Agreements

17. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days 17. MISCELLANEOUS: In the event you fail to comply with any part of this lease, we can, but we do not have to, take any action necessary to effect your compliance upon (en (10) days pilor written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay, plus all of our expenses in causing your compliance, shall become additional rent and shall be paid by you at the time of the next due rental payment. If any notices are required under this lease, they shall be sufficient if given personally, by telefacishmile (fax) or maided to the address set forth in this lease by certified or registered mail, postage prepaid. This lease is for the banefit of and is binding upon you and your personal representatives, successors and assigns. THIS LEASE SHALL BE BINDING WHEN ACCEPTED IN WRITING BY US AND THE RIGHTS AND OBLIGATIONS OF YOU AND US SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. YOU AGREE THAT THE COURTS OF THE STATE OF TEXAS FOR HARRIS COUNTY OR ANY FEDERAL DISTRICT COURT HAVING JURISDICTION IN THAT COUNTY SHALL HAVE JURISDICTION AND SHALL BE THE PROPER LOCATION OR VENUE FOR THE DETERMINATION OF ALL DISPUTES ARISING UNDER THIS LEASE. You agree and consent that we may serve you by registered or carified mail, which shall be sufficient to obtain jurisolation. Nothing stated in this lease is intended to prevent us from commencing any action in any court having proper jurisolation. You waive trial by jury in any action between us.

18. UCC -ARTICLE 2A PROVISIONS: You agree that this is a "Finance Lease" under Article 2A of the Uniform Commercial Code, that is, you acknowledge nonexclusively.

that: (a) we did not select the equipment, we purchased it for lease to you; and (b) you have been given the name of the Branch which supplied the equipment you are leasing from

us. We hereby notify you that you have rights under the agreements that you have with the Branch.

CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS ON BOTH THIS PAGE AND THE FIRST PAGE OF

THIS I	EASE.				
Lease recipient (FULL LEGAL NAME)	ACH AUTHORIZATION				
The Cliffs Communities	THE UNDERSIGNED AGREES TO ALLOW LESSOR TO PROCESS MONTHLY PAYMENTS DUE UNDER THIS AGREEMENT VIA AUTOMETED CLEARING HOUSE (ACH)				
3598 Hwy 11 BILLING ADDRESS Travelers Rest Greenville SC 29690 CITY COUNTY STATE AIP PHONE IND. (864) 371-1000 THE UNDERSUSTED AGREES THAY THE EXIDIPATION TO THAT SHALL BE USED FOR BUSINESS PURPOSES AND AGREES THAY THE EXIDIPATION TO THAT IS LEADE WILL BE EFFECTIVE UNLESS MADE IN WHITING AND SIGNED BY BOTH PARTIES.) AUTHORIZED OFFICER'S SIGNATURE Print Name: Marry Crock	ABA / Routing and Transit # Checking Account # BY X AUTHORIZED OFFICER'S SIGNATURE Print Name: TITLE: DATE: ACCEPTED: MITEL LEASING, INC., LESSOR 1140 WEST LOOP NORTH, HOUSTON TEXAS 77055 BY:				
Email MENTECH & CLIPPS Communiones, Com	THE SUSCEN OHO-1P DATE 1114/10				
PERSONAL GUARANTY I quarantee that the lesses will make at payments and pay all the other charges required under this lease when they are due and will perform all other obligations under the lease (tay and promptly. I also agree that you may make other entangements with the lease reddent and I will still be responsible for those payments and other obligations. You do not have to notify me if the lesses reddent and I will still be responsible for those payments and other obligations make the obligations and will perform all other obligations or lesses on under the lease. If lease recipient is meeted of its obligations, I with meeted by you in accordance with the detaut provisions of the lease reddent or me, including atomey fees. If this is a corporate guaranty, it is exhibited by the Board of Directors of the guaranteeing corporation. If this is a perherating guaranty, it is exhibited under the perhipsing agreement. THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, I AGREE AND CONSENT THAT THE COURT OF THE STATE OF TEXAS, HARRES COUNTY OR ANY FEDERAL DISTRICT COURT HAWING JURISHOON INTHAT COUNTY SHALL HAVE JURISHICTION AND SHALL HAVE JURISHICTION AND SHALL BE PROPER LOCATION FOR THE DETERMINATION OF DISPUTES ARISING UNDER THIS LEASE. I agree, and consent that you may serve me by registered or certified mail, which will be sufficient to obtain jurisdation. I wake hid by jury in any action between us.					
X PERSONAL GUARANTOR SIGNATURE PRINT NAME	SOCIAL SECURITY NUMBER DATED				
X . PERSONAL GUARANTOR SIGNATURE PRINT NAME	SOCIAL SECURITY NUMBER DATED				

Page 2 of 2

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MLI-003.



June 18, 2009

Mitel Leasing 1140 West Loop North Houston, Texas 77055

ADDENDUM TO LEASE AGREEMENT

The Lease Agreement styled as <u>The Cliff's Communities</u> should have been styled as <u>Cliff's Communities</u>. <u>Inc. The</u> This agreement is binding and will amend the agreement between Mitel Leasing and said Lessee in the name The <u>Cliff's Communities</u>.

Name: MRTY K

litle: TREASURER

(Must be completed by an Authorized Officer.)

JUN 3 O REC'D

The Cliffs Communities, Inc.
Corporate Offices
3598 Highway 11, Travelers Rest, SC 29690
(864) 371-1000 | Fax: (864) 371-1600
www.cliffscommunities.com

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Cliffs Compupilities, Inc., The

SCHEDULE 1 TTEMIZATION AND SYSTEM FEATURES

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Mitel Communications Director (MCD) - Solution Licenses MCD IP, Phone Respon

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Mirel Communications Director (MOD) - Bolutton Licenses.

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Springs-Šalos

Mitel Communications Director (MCD) - Solution Licenses: MCD): Physic licence

Deskton Devices - 5200/5300 IP Phones and Peripherals. 5340 IF PHONE 5330 IF Phone (Eackill)

Approved and Accepted by

THE THE PARTY OF T