# TAB A-1

#### Case 12-01220-jw Doc 410-2 Filed 06/12/12 Entered 06/12/12 10:07:35 Exhibit Equipment Schedule No. 9 Page 2 of 7



EQUIPMENT SCHEDULE NO. 230463 Financial Services

Ingersoll-Rand Financial Services, a division of CitiCapital Commercial Leasing Corporation 3950 Regent Blvd. Irving, TX 75063

THE CLIEFS COMMUNITIES INC

ddress 824 CLUBHOUSE DRIVE	i			Address		6		
itySUNSET	State _	sc	Zip 29685	City	78	State	Zip	
QUIPMENT LOCATION (Complete	anti M Emilana		4 h = 144 -4 1					

(65) CLUB CAR GOLF CAR - ELECTRIC PREC 12 EXCEL ALL COMPLETE WITH ATTACHMENTS AND ACCESSORIES SEE ATTACHED SCHEDULE A

seeumoid

	TERM: 54 Months following the first day of the month after delivery ("Lease Commencement Date")	D.	RENTAL PAYMENT: 54 Payments of \$ 4,228.24 , or (ii) for other than equal successive monthly installments:
B.	TERMINATION VALUE RATE: % PER ANNUM		
C.	PAYMENT SCHEDULE: THE ADVANCE RENTAL PAYMENT, IF ANY,	E.	ADVANCE RENTALS: FIRST
	IS PAYABLE, AT THE ELECTION OF LESSOR, UPON THE EARLIER		AND LAST
	OF DELIVERY OF THE LEASE APPLICATION TO LESSOR OR THE		RENTAL PAYMENT(S) PLUS APPLICABLE TAXES
	EQUIPMENT TO LESSEE.THE REMAINING RENTAL PAYMENTS ARE	1122	SECURITY DEPOSIT: 0.00
	PAYABLE MONTHLY ON THE FIRST DAY OF EACH MONTH	F.	SECURITY DEPOSIT: 0.00
	BEGINNING ON THE FIRST DAY OF(MO./YR.).		

All Rental Payments are payable as set forth above without notice or demand. All amounts payable hereunder to Lessor are payable at Lessor's address set forth herein or at such other address as Lessor may specify from time to time in writing. "Interim Rental" shall mean the per day rental for the period from the date of delivery of the Equipment ("Delivery Date") to the first Rental Payment date calculated as monthly Rental Payment divided by 30 times the number of days from the Delivery Date through the end of the month prior to which first Rental Payment for the Equipment is due. Interim Rental is payable upon delivery of the Equipment to the Lessee unless deferred by Lessor to the first monthly Rental Payment date.

#### **ADDITIONAL PROVISIONS**

Lessor hereby agrees to lease to or otherwise finance for Lessee (named above), and Lessee agrees to lease or rent from or otherwise pay for the extension of credit to Lessor the Equipment or modifications listed above, or on any exhibit attached hereto, for the term, and at the additional lease payments as set forth above, subject to all terms and conditions in the Master Lease Agreement dated executed by Lessee and Lessor. Lessor and Lessee agree that the terms, provisions and conditions of the subject Master Lease Agreement are incorporated into this Equipment Schedule.

Lessee authorizes Lessor, or any officer, employee or designee of Lessor, or any assignee of Lessor, to file a financing statement describing the Equipment.

## THIS EQUIPMENT SCHEDULE IS NOT BINDING UNTIL ACCEPTED BY LESSOR

		THE CLIFFS	S COMMUNITIES, INC.	
	LESSOR: Ingersoll-Rand Financial Services, a division Citicapital Commercial Leasing Corporation  By:  Title: ASSINT  Date Accepted: 6 30 - 08		FS AT KEOWEE VINEYARDS  (Full Legal Name of Lyssee)	
-	Page 1 of 2 of Master Lease Equipment Schedule w/o Purchase Option between CITICAPITAL COMMERCIAL LEASING CORPORATION (Lessor). 700309 Rev 08/2004	THE CLIFFS COMMUNITIES, INC.	(Lessee) and	

LESSOR'S COPY

1.387116.8.0 XC:20080522171500

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		28	sc	HEDULE	Α		70		
Attached to	and made	a part of that	certain Secu	urity Agreem	ent, Lease A	greement, o	r Schedule t	hereto dated	
	***************************************	betweenTHI	E CLIFFS COMM	Allowed to	ture of pro-				
			*		THE CLIFFS A		YARDS		
		d Financial Services					A		
		de a part of ans s a Schedule A							
acceptance c		o o oonoudio r	, and may n	noidae withou	or minerion a	in insurance	ietter and a	delivery and	
		ully, including year if	appropriate, mak	e, model, kind of	unit, serial numbe	er and any other	pertinent Informat	lion.)	
(Describe property fully, including year if appropriate, make, model, kind of unit, serial number and any other perlinent information.)  (65) CLUB CAR GOLF CAR - ELECTRIC PREC I2 EXCEL  COMPLETE WITH ALL ATTACHMENTS AND ACCESSORIES									
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603400E (Rev. 04/2006) Sale, Loan or Lease 1.03

Initials

1.387116.7.6133 XC:20080522171500



### STANDARD RETURN CONDITIONS RIDER

(Club Car)

_	DÍVISION OF CITICAPITAL COMMERCIAL	LEASING	CORPORATION
as	Lessor andTHE CLIFFS COMMUNITIES, INC.	DRA THE	CLIFFS AT KEOWEE VINEYARDS
as	Lessee, dated	DOX THE	CELLES AT REOWEE VINETARDS
1.	conditions contained therein and herein, Lessee shall, a	at Lessee's sole f the Term of the	contained in the Lease, and in addition to the terms and cost and expense, return all, but not less than all, of such a Lease pursuant to the terms and conditions contained in the following must be true:
2.	accompany units shall be returned in proper orde (D) All motors shall operate smoothly without overhea (E) All electronic controls shall operate per manufac repaired at Lessee's expense. (F) All electrical systems shall be able to provide elect (G) All batteries shall be in good, safe operating cond and provide adequate power to operate the equip (H) All Equipment shall have serviceable tires, retaini (I) All oil and grease seals must contain lubrication in (J) All Equipment must have a relatively clean appea (K) All Equipment shall be free from excessive wear	neet metal, plast ipment must be ipment must be ipment must be it ating and shall hiturer's specifical ctrical output as dition with no deigenment. In a proper air p	ic, or cowling damage.  In present, installed and operational. All accessories that have good bearings and bushings.  It ions. Controls which bypass normal operations shall be specified by the manufacturer.  In ad cells or cracked cases. Batteries should hold a charge essure, and without repair patches.  It is rerest designed reservoir.  It is a component repair or replacement caused by lack of on/maintenance manual furnished with each item of the second process.  It is a component repair or replacement caused by lack of on/maintenance manual furnished with each item of the second process.
	(vi) Perform its designed functions in a satisfactory many Notwithstanding the above, repairs under \$100.00 will not be satisfactory.		e Lessee.
3.	REQUIRED PURCHASE. If, in the sole judgment of Leset forth above, or if Lessee fails to discharge its obligate pay to Lessor, immediately upon demand, the Fair Market	tions set forth a	bove with regard to any item of Equipment, Lessee shall
١.	<b>DEFINED TERMS.</b> All capitalized terms used herein busuch terms in the Lease.	ut not otherwise	defined herein shall have the definitions prescribed for
	INGERSOLL RAND FINANCIAL SERVICES A DIVISION OF CITICAPITAL COMMERCIAL		THE CLIFFS COMMUNITIES, INC.
.ES Sy	SSOR: LEASING CORPORATION	9/400	E: DBA THE CLIFFS AT KEOWEE VINEYARDS
y lam	That C. Smith	By Name	& DEVE SEMAN
itle	Aces Asset T	Title	X DIRECTUR OF PROLUMENCHT

1.387118.7.0 XC:20080522171500 Ingersoll-Rand Financial Services is a division of CitiCapital Commercial Leasing Corporation.

Case 12-01220-jw Doc 410	)-2 Filed	d 06/12/12 Ente Schedule No. 9	ered 06/12/ Page 5 of	/12 10:07:35 7	Desc
			9		
AND REAL PROPERTY OF THE PARTY					
UCC FINANCING STATEMENT FOLLOW INSTRUCTIONS (front and back) CAREF	THE V				
A NAME & PHONE OF CONTACT AT FILER [optional]		1			
Phone: (800) 331-3282 Fax: (818) 66  B SEND ACKNOWLEDGEMENT TO (Name and Address)	2-4141				
(see-aba the or any to the area and Ageress)	11258 CITIC	APITAL CO			
UCC Direct Services	146069	200			
P.O. Box 29071	146968	992			
Glendale, CA 91209-9071	SCSC				
		THE	ABOVE SPACE IS FO	R FILING OFFICE USE ON	LY
DEBTOR'S EXACT FULL LEGAL NAME - insert only one     ORGANIZATION'S NAME	deptor name (1				
THE CLIFFS COMMUNITIES, INC.					
OR TE NOTIVIDUAL'S LAST NAME		FIRST NAME	MIDO	DLE NAME	SUFFIX
1c. MAPLING ADDRESS 824 CLUBHOUSE DRIVE	****	CITY SUNSET	STAT SC		COUNTRY
16. SEE INSTRUCTIONS ADDIT INFO RE 116. TYPE OF O ORGANIZATION CORPOR		11. JURISDICTION OF ORGANIZ	ATION 19.5	I DRGANIZATIONAL ID ∌. II s	(X) NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME -			bbreviate or combine	names	INONE
28. ORGANIZATION'S NAME					
CR Zb INDIVIDUAL'S LAST NAME		FIRST NAME	MIDD	ILE NAVE	SUFFIX
	2				
P. MAILING ADDRESS		CITY	STAT	E POSTAL CODE	COUNTRY
2c. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR	RGANIZATION	2f. JURISDICTION OF ORGANIZ	ATION 2g. C	! PRGANIZATIONAL ID #. If €	Fy NONE
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGN	NEE of ASSIGNO	이유 S/P) - insert only onesecure	d party name (3a or	36)	
29 ORGANIZATION'S NAME CITICAPITAL COMMERICAL LEASING C	ORPORATIO	N			
OR 36 INDIVIDUAL'S LAST NAME		FIRST NAME	MIDD	LE NAME	SUFFIX
3c. MAJLING ADDRESS 3950 REGENT BLVD		CITY IRVING	STAT	E POSTAL CODE	COUNTRY
4. This FINANCING STATEMENT covers the following collateral:					
(45) CLUB CAR GOLF CAR - ELECTRIC PREC 12 parts, repairs, and additions thereto, and all chattel rights now existing or hereafter arising with respect t	laber docume	nts general intangibles nou	ment intennibles	inchamente accoun	ges, replacement ts and contract
	•				
		UCC-1 FINANCII	IC STATEMENT		
	0 <b>80616-113151</b> Lapse Date: 06	16:2013 11:31:51 Filing Fee	8 ORIG		
5 ALTERNATIVE DESIGNATION (: applicable) X LESSEE/LESSE	R CONSIG	NEE-CONSIGNOR BAILEE-BA	ILOR SELLER	BUYER AG. LIEN	NON HEE CHUNG
6. This FINANCING STATEMENT is to be filed [for record] (or re	corced) in the REAL	7. Check to REQUEST SEARC	H REPORT(S) on Debt	TA	Debter 1 Debter 2
ESTATE RECORDS. Atash Addendum  B. OPTIONAL FILER REFERENCE DATA	if applicab	ie! I IADDITIONAL FEEI	lcot-cnal:		- Debidi Z
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-		-		

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the

PRODUCER	CONTACT NAME: Elaine Bielenberg	
Willis North America One Glenlake Parkway	PHONE (A/C, No. Ext): 404 302-3815 FAX (A/C, No): 40	04-942-5110
Attn: Elaine Bielenberg	ADDRESS:elaine.bielenberg@willis.com	
Atlanta GA 30328	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURERA:Liberty Surplus Insurance Cor	10725
INSURED	INSURER B: Firemans Fund Insurance Compa	21873
The Cliffs Communities, Inc.	INSURER C: Wausau Insurance Company	140
3598 Highway 11 Fravelers Rest SC 29690	INSURER D: Lloyd's &/or Certain London C	
reverers ness se 25050	INSURER E: Landmark Insurance Company	35637
	INSURER F:	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSR WVD POLICY EFF (MM/DD/YYYY) INSR LTR TYPE OF INSURANCE POLICY NUMBER **GENERAL LIABILITY** DGLB00714331 7/1/2010 7/1/2011 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 COMMERCIAL GENERAL LIABILITY \$50,000 CLAIMS MADE X OCCUR MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000

GEN'L AGGREGATE LIMIT APPLIES PER PRODUCTS - COMP/OP AGG \$2,000,000 POLICY X PRO-AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (Ea accident) 7/1/2010 7/1/2011 ASJZ91454884020 \$1,000,000 ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) HIRED AUTOS 3 UMBRELLA LIAB SU000048099337 7/1/2010 7/1/2011 OCCUR EACH OCCURRENCE \$30,000,000 **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$30,000,000 DED X RETENTION \$ 0 WORKERS COMPENSATION x WC STATU-TORY LIMITS WCJZ91454884010 7/1/2010 7/1/2011 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT \$500,000 N/A

Deductible \$5,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

WB0003396

Certificate holder is Loss Payee and Additional Insured as respects attached schedule. 5421547001. See Attached Schedule as respects Stated Value of Asset or ACV.

CERTIFICA	TE	HOL	DER

f yes, describe under DESCRIPTION OF OPERATIONS below

Property Special Incl

Inland Marine

CANCELLATION

7/1/2010 7/1/2010

7/1/2011 7/1/2011

GE Capital P O Box 35702 Billings MT 59107-5702 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Duncan 1. McRue-

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E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

Policy limit Flood/Earthqua-

\$500,000

\$500,000

\$60,361,753

\$1,000,000 2% Per Occ

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

### Asset Description(s):

VIN	Year	Model #	Make	Account Schedule	Asset Id	Equipment Description
PQ0739-821099+	2007	ELE PRE	CLUB CAR (IR)			GOLF CAR - ELECTRIC

RG0733-799111	2007	CA2G	CLUB CAR (IR) 5421547001	1705420	GOLF CAR - UTILITY
KG0733-799112	2007	VILL 6G	CLUB CAR (IR) 5421547001	1705421	GOLF CAR - UTILITY
HG0733-799113	2007	CA1G	CLUB CAR (IR) 5421547001	1705422	GOLF CAR - UTILITY

VIN/\$N	Year	Model #	Make	Account Schedule	Asset Id	Equipment Description
KG0748-843027	2007	VILLA 6G	CLUB CAR (IR)	5421548001	1724070	TRANSPORTATION VEHICLE
VIN	Year	Model #	Make	Account Schedule	Asset Id	Equipment Description
PQ0809-878312-	+ 2008	ELE PRE	CLUB CAR (IR	5421549001	1762479	68 GOLF CARS ELECTRI

### See below for # '50'

VIN/SN	Year	Model #	Make	Account Schedule	Asset Id	Equipment Description
KG0846-981075	2008	VILLA	CLUB CAR (IR)	5421551001	1836706	GAS UTLTY VEHICLE

VIN/SN	Year	Model #	Make	Account Schedule	Asset Id	Equipment Description
PH0903-992783 +	2008	ELE PRE 12 EXCE	CLUB CAR (IR)	5421552001	1843097	65 ELEC GOLF CARS

VIN	Year	Model #	Make	Account Schedule	Asset Id	Equipment Description
PH0904-995064 +	2008	ELE PRE 12 EXCE	CLUB CAR (IR)	5421553001	1843086	64 ELEC GOLF CARS
RG0903-991465 +	2008	CA2G	CLUB CAR (IR)	5421553001	1843087	2 GAS UTLTY VEHICLES

VIN/SN '	Year	Model #	Make	Account Schedule	Asset Id	Equipment Description
PH0846-982514 +	2008	ELE PRE	CLUB CAR (IR)	5421550001	1832657	65 CC GC ELE PRE

THE CLIFFS COMMUNITIES INC