

TAB A-2



EQUIPMENT SCHEDULE NO. _____
To Master Lease Agreement No. 230463
Dated _____

Ingersoll-Rand Financial Services, a
division of Citicorp Commercial
Leasing Corporation
3960 Regent Blvd.
Irving, TX 75063

THE CLIFFS COMMUNITIES, INC.

LESSEE NAME THE CLIFFS AT KEOWEE SPRINGS VENDOR NAME _____
Address 141 SPRINGS COVE WAY Address _____
City SIX MILE State SC Zip 29682 City _____ State _____ Zip _____

EQUIPMENT LOCATION (Complete only if Equipment will not be located at Lessee's address)

Address: 141 SPRINGS COVE WAY City: SIX MILE State: SC Zip: 29682

LIST OF EQUIPMENT LEASED UNDER THIS SCHEDULE:

Quantity, Type, Make, Model Number, Serial Number

(1) CLUB CAR GOLF CAR - UTILITY VILLAGER 6 GAS
COMPLETE WITH ALL ATTACHMENTS AND ACCESSORIES

A. TERM: 54 Months following the first day of the month
after delivery ("Lease Commencement Date")
B. TERMINATION VALUE RATE: 3.00 % PER ANNUM
C. PAYMENT SCHEDULE: THE ADVANCE RENTAL PAYMENT, IF ANY,
IS PAYABLE, AT THE ELECTION OF LESSOR, UPON THE EARLIER
OF DELIVERY OF THE LEASE APPLICATION TO LESSOR OR THE
EQUIPMENT TO LESSEE. THE REMAINING RENTAL PAYMENTS ARE
PAYABLE MONTHLY ON THE FIRST DAY OF EACH MONTH
BEGINNING ON THE FIRST DAY OF _____ (MO/YR.).
D. RENTAL PAYMENT: 54 Payments of \$ 147.08 or (if)
for other than equal successive monthly installments: _____
E. ADVANCE RENTALS: FIRST 1
AND LAST _____
RENTAL PAYMENT(S) PLUS APPLICABLE TAXES
F. SECURITY DEPOSIT: 0.00

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 COMMUNITIES, INC.

LESSOR: Ingersoll-Rand Financial Services, a division of
Citicorp Commercial Leasing Corporation

By: _____

Title: _____

Date accepted: _____

Lessee: THE CLIFFS AT KEOWEE SPRINGS

(Full Legal Name of Lessee)

By: X _____

Print Name: STEVE SEMAN

Date Signed: 7/1/08



STANDARD RETURN CONDITIONS RIDER
(Club Car)

This Standard Return Conditions Rider (this "Rider") is attached to and incorporated into the terms of that certain Lease Agreement or Equipment Schedule (the "Lease") between **INGERSOLL-RAND FINANCIAL SERVICES, a division of CITICAPITAL COMMERCIAL LEASING CORPORATION**

as Lessor and **THE CLIFFS COMMUNITIES, INC.**

DBA THE CLIFFS AT KEOWEE SPRINGS

as Lessee, dated _____

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease, and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of such Equipment to Lessor immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and, with respect to each item of Equipment, as applicable, the following must be true:

- (A) All Safety Equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All covers and guards must be in place with no sheet metal, plastic, or cowl damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompany units shall be returned in proper order.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable tires, retaining proper air pressure, and without repair patches.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operation/maintenance manual furnished with each item of Equipment.
- (L) All Equipment shall be free from structural damage or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

- (i) Operate normally in forward and reverse directions through all its speed ranges or gears.
- (ii) Steer normally right and left in both forward and reverse.
- (iii) Have all functions and controls work in normal manner.
- (iv) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (v) Operate without leaking any fluids.
- (vi) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, repairs under \$100.00 will not be billed to the Lessee.

3. **REQUIRED PURCHASE.** If, in the sole judgment of Lessor, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, the Fair Market Value of such item of Equipment.

4. **DEFINED TERMS.** All capitalized terms used herein but not otherwise defined herein shall have the definitions prescribed for such terms in the Lease.

**INGERSOLL-RAND FINANCIAL SERVICES, a division of
CITICAPITAL COMMERCIAL LEASING CORPORATION**

THE CLIFFS COMMUNITIES, INC.

LESSOR: _____

LESSEE: **DBA THE CLIFFS AT KEOWEE SPRINGS**

By _____

By *X Steve Seman*

Name _____

Name *X Dir. Procurement*

Title _____

Title *X*



REQUEST AND AUTHORIZATION BY THE UNDERSIGNED FOR THE ACCEPTANCE AND EXECUTION OF A FAXED COPY OF THE CONTRACT OF EVEN DATE HERewith EXECUTED BY THE UNDERSIGNED

In order to expedite the acceptance and execution by Ingersoll Rand Financial Services a division of CitiCapital Commercial Corporation and CitiCapital Commercial Leasing Corporation (jointly and severally "IRFS") of the security agreement or lease ("Contract") executed by the undersigned as Debtor or Lessee on even date herewith, the undersigned has requested that a copy of the Contract and supporting documents be faxed to IRFS at its office at the following fax number (hereinafter, "IRFS Location"):

Fax Number: 888-810-4102

The undersigned requests that IRFS review the faxed copy of the Contract and supporting documents. If the transaction is approved by IRFS, the undersigned requests that IRFS (i) accept the transaction at IRFS's Location based upon the faxed documents and (ii) execute, at IRFS's Location, the faxed copy of the Contract and supporting documents. The undersigned further agrees (a) to be bound by the faxed copy of said Contract as executed and accepted by IRFS at IRFS's Location, (b) that the original will also be forwarded to IRFS at IRFS's Location together with the supporting documents and (c) that the original can then be executed and accepted by IRFS at IRFS's Location and substituted for the faxed copies which shall be binding upon the undersigned until the original documents have been received and executed.

Date: X

7/1/08

THE CLIFFS COMMUNITIES, INC.

(Debtor or Lessee)

By: X

[Signature] Steve Seman

Title: X

Dir. Procurement

3- 821820
1.00 08/2008

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. SEND ACKNOWLEDGEMENT TO: (Name and Address) 11258 CITICAPITAL CO UCC Direct Services P.O. Box 29071 Glendale, CA 91209-9071 14908883 SCSC	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME THE CLIFFS COMMUNITIES, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 141 SPRINGS COVE MAY			CITY SIX MILE	STATE SC	POSTAL CODE 29682	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION SC	1g. ORGANIZATIONAL ID # if any <input checked="" type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID # if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CITICAPITAL COMMERCIAL LEASING CORPORATION						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 2208 HIGHWAY 121			CITY BEDFORD	STATE TX	POSTAL CODE 76021	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

(1) CLUB CAR GOLF CAR-UTILITY VILLAGER 6 GAS SEE DEALER INVOICR FOR S/N DETAIL. Together with all present and future attachments, accessories, exchanges, replacement parts, repairs, and additions thereto, and all chattel paper, documents, general intangibles, payment intangibles, instruments, accounts and contract rights now existing or hereafter arising with respect to any thereof, and all cash and non-cash proceeds of any of the foregoing.

5. ALTERNATIVE DESIGNATION (if not checked <input checked="" type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING			
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record; (or recorded) in the REAL ESTATE RECORDS. Attach Affidavit (if applicable).		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (additional fee) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2 (optional)	
8. OPTIONAL FILER REFERENCE DATA 14908883 LK 589985			

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Prepared by UCC Direct Services, P.O. Box 29071,
Glendale, CA 91209-9071 Tel: (800) 331-3282

080703-1306441

UCC-1 FINANCING STATEMENT

Lapse Date: 07/03/2013 01:06:44 Filing Fee: 8 ORIG





Club Car

4125 Washington Road
 Augusta, Ga 30809,
 (706)228-7158 - fax (706)868-3844

Invoice No. 412848

INVOICE

Ship To

Name THE CLIFFS AT COMMUNITES
 DBA CLIFFS AT KEOWEE VINEYARDS
 Address 824 CLUBHOUSE DRIVE
 SUNSET SC 29685

Date 6/30/2008
 Salesman # 13207
 Salesman C. GUNNELS
 Ship Date 8/28/2008

Sold To

Name INGERSOLL-RAND FINANCIAL SERVICES
 A DIV OF CITICAPITAL COMMERCIAL LEASING
 Address 3860 REGENT BLVD
 IRVING TX 75063

Qty	Description	Unit Price	TOTAL
1	CLUB CAR 2008 VILLAGER 6 AS KG0846-981075	\$8,152.00	\$8,152.00
SubTotal			\$8,152.00
TOTAL			\$8,152.00

SALES TAX EXEMPT # TO BE PROVIDED