

ASSET SALE AND PURCHASE AGREEMENT

BY AND BETWEEN

**AVATAR PROPERTIES INC.,
a Florida corporation**

AS SELLER

AND

**POINCIANA COMMUNITY DEVELOPMENT DISTRICT,
a special purpose unit of local government established under Chapter 190, Florida Statutes**

AS BUYER

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ASSET SALE AND PURCHASE AGREEMENT

THIS ASSET SALE AND PURCHASE AGREEMENT (“Agreement”) is made as of the 5th day of December, 2016 by and between **AVATAR PROPERTIES INC.**, a Florida corporation (“Seller”) and **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, Florida Statutes (“Buyer”).

BACKGROUND INFORMATION

Seller presently owns certain facilities (the “Facilities”), which Facilities are more particularly listed on Exhibit A attached hereto and incorporated herein by reference and generally located as depicted on the site plan (the “Site Plan”) attached hereto and incorporated herein by reference as Exhibit B in the master-planned residential community commonly referred to as Solivita, located in Polk County, Florida.

Seller desires to sell the Facilities upon the terms and conditions more particularly set forth in this Agreement.

Buyer desires to purchase the Facilities upon the terms and conditions stated in this Agreement.

STATEMENT OF AGREEMENT

In consideration of the covenants and agreements contained in this Agreement, Buyer and Seller, each intending to be legally bound, hereby agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 DEFINITIONS

The following terms when used herein shall have the following meanings:

(i) “Affiliate” of a Person means a Person that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified.

(ii) “ADA” means the Americans with Disabilities Act of 1990 and the Florida Building Code ADA 2010, as they apply to the Facilities when owned by the Buyer.

(iii) “ADA Survey” means collectively, that certain ADA Survey prepared by Heilman Architecture, P.A. dated June 28, 2016 and any peer reviews, updates or revisions of such survey requested and obtained by Buyer prior to the expiration of the

Inspection Period to address such ADA matters as Buyer reasonably determines apply to the Facilities when owned by the Buyer.

(iv) “ADA Work” means the completion of those certain repairs, alterations and improvements recommended pursuant to the ADA Survey in order for the Facilities to comply, in all material respects, with the provisions of ADA as it applies to the Facilities when owned by the Buyer.

(v) “Agreement” means this Agreement, together with all exhibits and schedules attached hereto.

(vi) “Amenity O&M Assessments” has the meaning set forth in Section 4.7 of this Agreement.

(vii) “Annual Pass(es)” has the meaning set forth in Section 4.3(vi) of this Agreement.

(viii) “Annual Pass Agreement” has the meaning set forth in Section 4.3(vi) of this Agreement.

(ix) “Assignment and Assumption of Contracts and Leases” means the Assignment and Assumption of Contracts and Leases in the form attached hereto as Exhibit H and made a part hereof, assigning, conveying and transferring all of Seller’s right, title and interest in and to the Contracts which Buyer assumes in accordance with the terms of this Agreement.

(x) “Assignment and Assumption of Licenses and Permits” means the Assignment and Assumption of Licenses and Permits in the form attached hereto as Exhibit M and made a part hereof, assigning, conveying and transferring all of Seller’s right, title and interest in and to the Licenses and Permits, to the extent assignable.

(xi) “Association” means the Solivita Community Association, Inc., a Florida not-for-profit corporation.

(xii) “Bill of Sale” means the bill of sale in the form attached hereto as Exhibit I and made a part hereof, conveying or assigning to Buyer the various items of Personal Property.

(xiii) “Bonds” shall mean the Buyer's Tax-Exempt Special Assessment Bonds to be issued, in one or two series issued simultaneously, in a principal amount not to exceed Ninety Million and No/100 Dollars (\$90,000,000.00) and with an interest rate not to exceed a rate approved by Buyer, in its sole discretion, the proceeds of which shall be used to acquire the Purchased Assets and construct and reconstruct the Planned Community Improvements.

(xiv) “Bond Validation” means the validation of the Bonds by the applicable court having jurisdiction over such validation with all appeal periods having expired and no appeals having been taken or any filed appeals resolved by the validation of the Bonds.

(xv) “Buyer” means the Poinciana Community Development District, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes and its permitted successors and assigns in accordance with the terms of this Agreement.

(xvi) “Buyer’s Conditions Precedent” means those conditions to Buyer’s obligation to close on the transaction contemplated by this Agreement as more particularly set forth in Section 4.2 of this Agreement.

(xvii) “Closing” means the consummation of the purchase and sale transaction contemplated by this Agreement, including, without limitation, transfer of Seller’s title to the Purchased Assets to Buyer upon the payment of the Purchase Price by Buyer.

(xviii) “Closing Date” means the date no later than thirty (30) days following satisfaction or waiver of Buyer’s Conditions Precedent to Closing, as set forth in Section 4.2 of this Agreement and Seller’s Conditions Precedent to Closing, as set forth in Section 4.3 of this Agreement, but in no event later than one-hundred twenty (120) days following the Bond Validation.

(xix) “Club” means the real property, improvements and personal property, which are subject to the Club Plan, as hereinafter defined, including but not limited to the Real Property, Improvements, Personal Property, FF&E, and Inventory within the Land and associated with and use in connection with the ownership, operation and maintenance of the Facilities which are included in the Purchased Assets.

(xx) “Club Dues” means the charges relating to the Club to be paid by the owners of homes within the Community and builders within the Community pursuant to the provisions of the Club Plan and Declaration, including without limitation, the Club Membership Fee.

(xxi) “Club Manager” means initially Evergreen Lifestyles Management, a Florida limited liability company, and its successors and permitted assigns.

(xxii) “Club Membership Fee” means the annual membership fee payable by each owner of a home within the Community with regard to such home as more specifically set forth in the Club Plan, as hereinafter defined.

(xxiii) “Club Operation” means the Club and related business, ownership, management, maintenance and operation of the Club, presently being conducted by Seller with respect to the Club.

(xxiv) “Club Operation Documents” means, collectively, copies of the Club Plan, all business files, books and records and other documentation related to the Club Operation or otherwise in the possession or control of the Seller.

(xxv) “Club Plan” means that certain Amended and Restated Solivita Club Plan recorded December 27, 2013 as Instrument No. 2013235601 in the Public Records of Polk County, Florida, as amended and supplemented from time to time.

(xxvi) “Club Plan Termination” means that certain termination of the Club Plan to be executed by Seller and recorded in the Public Records of Polk County, Florida, at Closing.

(xxvii) “Community” means the community commonly known as “Solivita” located in Polk County, Florida.

(xxviii) “Conceptual Plans” has the meaning set forth in Section 4.3(ii) of this Agreement.

(xxix) “Construction Fund” has the meaning set forth in Section 4.3(i) of this Agreement.

(xxx) “Contracts” means, collectively, the written contracts, operating agreements and leases in effect as of the date of this Agreement, including vendor agreements, capital leases, and operating leases, all as listed on Exhibit E and Exhibit F, attached hereto and made a part hereof, but solely to the extent related to the Purchased Assets.

(xxxi) “Costs of Issuance” means all costs and expenses associated with the issuance of the Bonds, including, without limitation, the underwriter’s discount, legal fees and other costs associated with the issuance of the Bonds.

(xxxii) “County” means Polk County, Florida.

(xxxiii) “Deed” means the Special Warranty Deed in the form attached hereto as Exhibit G and made a part hereof.

(xxxiv) “Effective Date” means December 5, 2016.

(xxxv) “Entitlements” has the meaning set forth in Section 4.3(ii) of this Agreement.

(xxxvi) “Equalization Amount” means the amount by which the Purchase Price for the Purchased Assets shall be reduced, such that Buyer shall receive in-kind contributions from Seller in an amount necessary to reduce annual debt service assessments levied and assessed in connection with the Bonds payable by certain residents of the Community such that debt service assessments paid by such residents remains proportionately equivalent to the current annual Club Membership Fee being paid by such residents in relation to the highest annual Club Membership Fee presently being charged in the Community, as calculated by the District’s Assessment Consultant.

(xxxvii) “Existing O&M Assessments” means those special assessments imposed for the purpose of funding the cost of the operation and maintenance of the existing infrastructure and facilities of Buyer and PWCDD.

(xxxviii) “Facilities” means those facilities more particularly listed on Exhibit A attached hereto and incorporated herein by reference.

(xxxix) “Facilities Operation” means that portion of the Club Operations and related business, ownership, management, maintenance and operation of the Club Operations but solely to the extent relating to the Purchased Assets.

(xli) “Facilities Operation Documents” means, collectively, copies of all business files, books and records and other documentation related to the Club Operation or otherwise in the possession or control of the Seller, Seller’s Affiliates or the Club Manager, but solely to the extent such Club Operation Documents relate to the Purchased Assets.

(xlii) “FF&E” means all machinery, equipment, furniture, furnishings, appliances, fixtures, vehicles, tools, leasehold improvements, accessories, signs, and all fixed or tangible assets used or useful in the Facilities Operation, including related product warranties thereto and/or all operation and instruction manuals associated therewith which are in the possession of Seller, if any, but solely to the extent relating to the Purchased Assets.

(xliii) “Final Plans” has the meaning set forth in Section 4.3(ii) of this Agreement.

(xliv) “Force Majeure” means civil commotion; war; acts of terrorism; war-like operations; sabotage; governmental or judicial regulations, legislation or controls; and acts of God including storms, floods, and other weather conditions which preclude or prevent Buyer from closing the transaction as contemplated by this Agreement.

(xlv) “Funding Agreement” means that certain Bond Financing Team Funding Agreement dated April 20, 2016 by and between Seller and Buyer.

(xlvi) “Hazardous Substances” means, collectively, (i) asbestos in any form, (ii) urea formaldehyde foam insulation, or (iii) PCBs or any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any federal, state, county, regional or local authority or which, even if not so regulated, is known to pose a hazard to the health and safety of any persons that now or may hereafter occupy the Real Property or Facilities.

(xlvii) “Information” means all properties, books, records, accounts, and documents of Seller relating to the Purchased Assets, including the Facilities Operation Documents, which shall be provided to Buyer in readable format, including but not limited to Word, Excel and PDF formats.

(xlviii) “Improvements” means all improvements and structures located on the Land, including but not limited to, the buildings, dining facilities, swimming pools, tennis courts and additional amenities.

(xlix) “Inspection Commencement Date” shall mean the date that is the same date as the Effective Date of this Agreement.

(l) “Inspection Completion Date” means ninety (90) days following the Inspection Commencement Date.

(l) "Inspection Period" means the period of time beginning on the Inspection Commencement Date and ending on the Inspection Completion Date.

(li) "Inventory" means all inventories, supplies, materials and stock in trade which are used or useful in connection with the Facilities, including, but not limited to, all inventories of food, beverages, goods and merchandise held for consumption or sale, which shall be maintained at levels generally consistent with Seller's customary business practice in connection with the operation and management of the Purchased Assets, as determined by the Club Manager in its sole discretion.

(lii) "Land" means the real property described in Exhibit C attached hereto and made a part hereof, upon which the Facilities have been constructed and upon which certain Planned Community Improvements, as hereinafter defined, will be constructed pursuant to the terms of this Agreement.

(liii) "Liability" or "Liabilities" means any liability, debt, obligation, amount or sum due (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due) including, without limitation, any liability for Taxes.

(liv) "License Agreement" means that certain license agreement to be entered into by and between Seller and Buyer relating to Seller access and entry rights to the Facilities following Closing in the form and content attached hereto and incorporated herein by reference as Exhibit "T".

(lv) "Licenses and Permits" means, collectively, any development rights, all governmental permits and approvals, registrations and business or other licenses and occupancy certificates owned and controlled by Seller and associated with the Purchased Assets, including the Planned Community Improvements.

(lvi) "Lien" means any lien, claim, security interest, encumbrance, or mortgage relating to the Purchased Assets.

(lvii) "Liquor Permits" means the licenses or permits required for the service and sale of alcoholic beverages at the Purchased Assets or Facilities.

(lviii) "Management Agreement" means that certain Amenity Management Agreement entered into effective as of October 26, 2015 by and between Seller and Club Manager.

(lix) "Master Declaration" means that certain Amended and Restated Master Declaration for Solivita recorded December 27, 2013 as Instrument No. 2013235692 of the Public Records of Polk County, Florida, as amended or supplemented from time to time.

(lx) "Member" has the meaning set forth in the Club Plan.

(lxi) "OFAC" means the Office of Foreign Asset Control of the United States Department of the Treasury.

(lxii) "Option" means the option granted to the Buyer to purchase the Sales Center in accordance with the terms of the Option Agreement.

(lxiii) "Option Agreement" means that certain agreement to be entered into by and between Seller and Buyer pursuant to which Seller shall grant the Buyer an option to purchase the Sale Center, as hereinafter defined, in accordance with the terms and provisions of Section 4.2(x) of this Agreement and in the form and content which shall be agreed upon by the parties prior to the expiration of the Inspection Period.

(lxiv) "Permitted Exceptions" means:

(1) Zoning and use restrictions now or that may hereafter come into existence due to governmental action and may be effective against the Real Property;

(2) The Master Declaration;

(3) Real property taxes and assessments for the year in which Closing occurs, which shall be prorated as provided in Section 3.3;

(4) The standard printed exceptions for taxes that are not yet due and payable and for matters that are disclosed by the Survey, to the extent such exceptions are not deleted from the Title Commitment by the Title Underwriter at Closing;

(5) All matters of record pertaining to the establishment, operation, management and financing of the Poinciana Community Development District and the Poinciana West Community Development District (except that special assessment principal and interest securing the Series 2007 Bonds and the 2012 Bonds levied on the Land and any outstanding and unpaid Existing O&M Assessments levied on the Land for the Buyer's fiscal year during which Closing occurs shall be paid in full by Seller at or before Closing); and

(6) Any matters which are approved in writing by Buyer or any exception to title appearing in the Title Commitment to which Buyer does not object in a timely manner pursuant to Section 5.1 herein.

(lxv) "Person" shall mean a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental entity or other entity or organization.

(lxvi) "Personal Property" means all intangible personal property (to the extent assignable) and all of Seller's interest in other tangible personal property of every kind and character owned by Seller and currently attached to, located on or used in connection with the operation and maintenance of the Facilities. A list of tangible personal property currently held by Seller and located on or used in connection with the operation and maintenance of the Facilities is attached hereto and incorporated herein by reference as Exhibit "D" (the "Tangible Personal Property"). Notwithstanding the foregoing, the Tangible Personal Property is subject to removal and replacement in connection with the ordinary operation and maintenance of the Facilities by Seller and Seller makes no representation that each item of Tangible Personal Property will be available for transfer and conveyance to the Buyer at Closing; provided,

however, Seller agrees to maintain the level of Tangible Personal Property consistent with Seller's customary business practice in connection with the operation and management of the Purchased Assets, as determined by the Club Manager in its sole discretion.

(lxvii) "Planned Community Improvements" means the proposed improvements to be constructed on the Land within the Community, which are more particularly set forth on Exhibit R attached hereto and incorporated herein by reference.

(lxviii) "Planned Lots" means those portions of Seller's Retained Lots, as hereinafter defined, which are undeveloped, but which Seller intends to plat in the future as residential lots.

(lix) "Platted Lots" means those portions of Seller's Retained Lots, as hereinafter defined, which have been platted pursuant to a recorded plat in Polk County, Florida.

(lxx) "PWCDD" means the Poinciana West Community Development District, a special purpose unit of local government established under Chapter 190, Florida Statutes.

(lxxi) "Project Management Agreement" has the meaning set forth in Section 4.3(i) of this Agreement.

(lxxii) "Project Manager" has the meaning set forth in Section 4.3(i) of this Agreement.

(lxxiii) "Project Management Duties" has the meaning set forth in Section 4.3(ii) of this Agreement.

(lxxiv) "Project Management Fee" has the meaning set forth in Section 4.3(ii) of this Agreement.

(lxxv) "Property Data" means, collectively, all of the information contained in Seller's electronic data room for purposes of reviewing certain Seller documents and records as they relate to the Purchased Assets, but expressly excluding any proprietary data, proformas or market studies.

(lxxvi) "Purchased Assets" has the meaning set forth in Section 2.1 of this Agreement.

(lxxvii) "Purchase Price" means the amount of SEVENTY THREE MILLION SEVEN HUNDRED THOUSAND AND NO/100 Dollars (\$73,700,000.00).

(lxxviii) "REA" means the Restrictions, Easements and Operating Agreement to be entered into by Seller, Buyer and the Association in accordance with Section 4.2(vii) of this Agreement.

(lxxix) "Real Property" means, collectively, the Land, together with all Improvements located thereon, subject to the Permitted Exceptions, and all of the rights, privileges and entitlements appurtenant thereto, including, but not limited to, all ingress, egress,

and easement rights, rights to public rights-of-way, airspace rights and mineral rights, together with all appurtenant rights and entitlements pertaining to streets, and roadways and waterways.

(lxxx) "Receivables" means all accounts receivable for the Facilities, including but not limited to those accounts receivable relating to the Club Membership Fee, Club Dues and other dues, fees, costs and assessments for services rendered or goods supplied prior to the Closing Date existing at the Closing Date.

(lxxxi) "Required Representatives" means each parties' respective counsel, accountants, shareholders, directors, lenders, consultants or affiliates who are actively and directly participating in the transaction.

(lxxxii) "Restaurant Manager" means Solivita Golf & Hospitality, LLC, a Florida limited liability company.

(lxxxiii) "Restaurant Management Agreement" has the meaning set forth in Section 4.2(xii) of this Agreement.

(lxxxiv) "Retained Land Threshold" shall mean ownership of no less than five percent (5%) of the total Platted Lots and Planned Lots, developed or to be developed, within the Community.

(lxxxv) "Retained Liabilities" means the following liabilities retained by Seller after Closing:

(1) Any Taxes and/or assessments due to a governmental or quasi-governmental entity for any period prior to the Closing but not paid by Seller and any interest or penalties thereon.

(2) Claims of persons employed by Seller, the Club Manager at the Club or the Restaurant Manager based upon occurrences or circumstances arising prior to the day of Closing in connection with such employment.

(3) Any post-closing adjustments required by Section 3.3 which are Seller's responsibility.

(4) The Litigation listed on Exhibit O, if any.

(5) Any claims or circumstances occurring prior to the Closing which are covered by workers compensation or personal injury coverage maintained by Seller.

(6) Any claim for damage to persons or property that occurred prior to the Closing Date to the extent not covered by insurance maintained by Seller.

(lxxxvi) "Retained Lots" has the meaning set forth in Section 4.7 of this Agreement.

(lxxxvii) “Rules and Regulations” has the meaning set forth in Section 4.3(v) of this Agreement.

(lxxxviii) “Sales Center” means Seller’s existing sales and administrative building located on the real property more particularly described on Exhibit S attached hereto and incorporated herein by reference.

(lxxxix) “Seller” means Avatar Properties, Inc., a Florida corporation.

(xc) “Seller Delay” means Buyer is unable to close by the Closing Date as a result of Seller’s failure to: (i) timely deliver the Property Data as set forth in Section 5.2; or (ii) as a result of Force Majeure.

(xci) “Seller’s Conditions Precedent” means those conditions to Seller’s obligation to close on the transaction contemplated by this Agreement as more particularly set forth in Section 4.3 of this Agreement

(xcii) “Seller’s Representatives” mean Tony Iorio, Matt Orosz and Stephen Orosz.

(xciii) “Series 2007 Bonds” means the \$15,860,000 Poinciana West Community Development District (Polk County, Florida) Special Assessment Bonds, Series 2007 issued by the Poinciana West Community Development District, as well as any bonds issued to refund or refinance the Series 2007 Bonds prior to Closing.

(xciv) “Series 2012 Bonds” means the Poinciana Community Development District (Polk County, Florida) \$13,285,000 Senior Special Assessment Refunding Bonds, Series 2012A-1 and \$8,000,000 Subordinate Special Assessment Refunding Bonds, Series 2012A-2 issued by the Poinciana Community Development District.

(xcv) “Site Plan” means the site plan for the Community which is attached hereto and incorporated herein by reference as Exhibit B.

(xcvi) “Solivita Grande Resident” has the meaning set forth in Section 4.3(iii) of this Agreement.

(xcvii) “Survey” means, collectively, the surveys of the Real Property.

(xcviii) “Taxes” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty or addition thereto.

(xcix) “Title Agent” means First American Title Insurance Company.

(c) "Title Commitment" means the ALTA title commitment with Florida modifications to be issued by Title Agent as agent for Title Underwriter for an owner's title insurance policy for the Real Property in the amount of the Purchase Price allocated to the Real Property by Buyer in accordance with Section 3.1 of this Agreement.

(ci) "Title Notice" means the written notice to be delivered from Buyer to Seller if Buyer objects to any of the title exceptions identified in the Title Commitment or title matters disclosed on the Survey, other than Permitted Exceptions.

(cii) "Title Underwriter" means a nationally recognized title insurance underwriter selected by Seller to deliver a commitment for an owner's policy of title insurance as provided for in Section 5.1 of this Agreement.

(ciii) "Warranties" means, collectively, any and all warranties held by Seller with respect to Personal Property and Improvements.

(civ) "Work" means the work conducted by Buyer in connection with Buyer's entry upon the Real Property for the purpose of evaluating the Purchased Assets and determining the physical condition and characteristics thereof and the suitability of the Purchased Assets.

ARTICLE 2

ASSETS TO BE PURCHASED

Section 2.1 CONVEYANCE OF PURCHASED ASSETS

Seller owns and agrees to sell, convey, transfer, assign, set over and deliver to Buyer on the Closing Date, and Buyer agrees to purchase and accept, on the terms and subject to the conditions expressed in this Agreement, all right, title and interest in and to the following (collectively, the "Purchased Assets"):

- (i) the Real Property;
- (ii) the Personal Property;
- (iii) the Inventory on the Closing Date;
- (iv) the FF&E;

(v) to the extent assignable or transferrable and as otherwise permitted by law, all surveys, topographical information and reports, remediation reports, inspection reports relating to the Purchased Assets, operating manuals, warranties, plans and specifications and engineering drawings, customer and guest lists pertaining solely to the Facilities, consulting studies and reports relating solely to the Purchased Assets purchased by Buyer, to the extent Seller has any such items, including copies of all printouts of information contained in any computer software of Seller which are not delivered to Buyer at Closing and which is necessary to the Facilities Operation;

(vi) to the extent required for the continued Facilities Operation, the Facilities Operation Documents;

(vii) to the extent assignable by law or the terms thereof and subject to Seller's commercially reasonable efforts to assign, the Contracts, but expressly excluding Seller's expenditure of money. Attached hereto are schedules of the Contracts identifying by category (aa) in Exhibit F, leases (and if operating or capital), and (bb) in Exhibit E, all other contracts and operating agreements. Prior to the expiration of the Inspection Period, Buyer will notify Seller of any Contracts it does not wish to assume and Seller shall be obligated to cause such Contracts to be terminated following Closing; provided, however, that any such Contracts shall be terminated no later than thirty (30) days following Closing and Seller shall be obligated to pay any fees, costs or expenses incurred in connection with such Contracts following Closing;

(viii) all stationery and other imprinted material and office supplies, catalogs, circulars, advertising material, business records (or copies thereof), the right to receive mail and other communications and shipments of merchandise addressed to Seller if related to the Purchased Assets;

(ix) to the extent assignable by law or the terms thereof, and subject to the Seller's commercially reasonable efforts to assign, the Licenses and Permits; provided, however, that the Licenses and Permits shall be assigned to Buyer "as-is" "where is" with no representations or warranties by Seller. Buyer shall be responsible, at Buyer's sole cost and expense, for all matters required to permit the assignment of the Licenses and Permits to Buyer, including but not limited to promptly satisfying all conditions and compliance issues relating to the Licenses and Permits to permit assignment to Buyer as soon as possible following the Closing Date. Seller represents and warrants that Seller presently holds no Liquor Permits and that all Liquor Permits held in connection with the Club have been issued in the name of the Restaurant Manager. Seller agrees to coordinate with Buyer to effectuate the transfer of the Licenses and Permits, including but not limited to executing all necessary documents associated therewith and to use good faith, reasonable efforts to cause the transfer from Restaurant Manager of all Liquor Permits held by Restaurant Manager to Buyer at Closing to the extent such transfer is desired by Buyer, at Buyer's sole discretion or to use good faith, reasonable efforts to assist Buyer with respect to the issuance of new Liquor Permits to Buyer at Closing. Seller further agrees and acknowledges that Seller shall terminate as of Closing and at Seller's sole cost and expense, any existing management agreement with Restaurant Manager relating to any portion of the Facilities; and

(x) to the extent assignable by law or the terms thereof, the Warranties.

Title to Purchased Assets will be conveyed free and clear of any claim or interest created by, through or under Seller, with the exception of the Permitted Exceptions.

Section 2.2 RETAINED LIABILITIES

After the Closing, Seller agrees to retain the Retained Liabilities. Following Closing, Buyer agrees that, except for the Retained Liabilities, Buyer shall assume all other obligations,

responsibilities, and liabilities relating to the Purchased Assets arising from actions or omissions after Closing.

ARTICLE 3

PURCHASE PRICE AND PAYMENT

Section 3.1 PURCHASE PRICE

Buyer shall pay the Purchase Price in cash at Closing by wire transfer of funds, subject to prorations and adjustments as described in this Agreement. Seller and Buyer further agree and acknowledge that the Purchase Price and Bonds shall be reduced by the Equalization Amount. During the Inspection Period, Buyer and Seller shall cooperate to allocate the Purchase Price between the Land, Improvements and Personal Property, and reduce to writing such allocation, which allocation shall be made a part of this Agreement; provided, however, that any such allocation shall not be a condition to Closing and, in the event the parties are unable to reach agreement on an allocation, each party shall be permitted to allocate the Purchase Price in their reasonable discretion following Closing.

Section 3.2 COLLECTION OF RECEIVABLES

The Receivables shall not be transferred to Buyer. From and after Closing, Seller shall, in Seller's name and in its discretion, collect the Receivables post-Closing, at its sole cost and expense and Buyer shall cooperate with Seller in such collection activities, provided, however, that any such cooperation shall be at no cost or expense to Buyer.

Seller shall provide to Buyer at Closing a list of the Receivables due to Seller. Any Receivables received by Buyer after the Closing Date shall be remitted to Seller within twenty (20) days after each month end. Similarly, to the extent Seller receives after the Closing Date, payment of any sums with respect to use of the Facilities after Closing which are not included within the Receivables and are attributable to periods accruing from and after Closing, Seller shall deliver such sums to Buyer.

This Section 3.2 shall survive Closing.

Section 3.3 PRORATIONS/ADJUSTMENTS

At Closing, the following items of proration and adjustment will be made as between Seller and Buyer as follows:

(i) All real and personal property taxes and assessments which are past due or which have been due upon any of the Purchased Assets on the Closing Date will be paid by Seller, together with any penalty or interest thereon. Seller shall also pay (i) all outstanding debt service special assessment principal and interest levied on the Land securing the Series 2012 Bonds and Series 2007 Bonds, respectively; (ii) all outstanding and unpaid Existing O&M Assessments levied on the Land for the Buyer's and PWCDD's fiscal year occurring during the year of Closing; (iii) an advance payment of 100% of the Amenity O&M Assessments

levied on Seller's Retained Lots for the Buyer's fiscal year occurring during the year of Closing; and (iv) an advance payment of the debt service special assessment principal and interest securing the Bonds, which are allocated to Seller's Retained Lots, but solely to the extent (a) Buyer is unable to collect the assessment principal and interest pursuant to the Uniform Method for the levy, collection and enforcement of such assessment principal and interest under Chapter 197, Florida Statutes, for the Buyer's fiscal year occurring during the year of Closing and (b) Buyer estimates a shortfall in the collection of assessment principal and interest securing the Bonds from the direct bill method necessary to make the Buyer's next regularly scheduled payment of principal and interest on the Bonds; provided, however, in no event shall Seller be obligated to advance payment of the debt service special assessment principal and interest securing the Bonds beyond the amounts coming due relating to Seller's Retained Lots for the Buyer's current fiscal year. Current real and personal property taxes and installments of special assessments, other than special assessments on the Land securing the Series 2012 Bonds and Series 2007 Bonds, will be prorated and adjusted between Buyer and Seller as of the Closing Date based on the property tax year. If current tax bills are unavailable at the Closing Date, the prior year's tax bills will be used for proration purposes and taxes will subsequently be re-prorated between Buyer and Seller when the current year's tax bills are received, if requested by either party within forty-five (45) days of one party's receipt of the request for re-proration from the other party. Seller shall be entitled to the maximum discount allowed by law for Seller's proportionate share of all such taxes and assessments. In connection with the proration of real estate taxes and assessments, the parties shall cooperate in good faith to utilize the proration procedures set forth in Section 196.295, Florida Statutes.

(ii) Income and expenses attributable to the Purchased Assets through the Closing Date shall be deemed for the account of Seller and thereafter for the account of Buyer (other than the amounts set forth in (iii) below).

(iii) At Closing, Seller shall transfer to Buyer an amount equal to all deposits or prepaid amounts received by Seller prior to Closing, which relate to periods from and after the Closing, including but not limited to amounts relating to the Club Membership Fee, Club Dues and Event Contracts, as hereinafter defined, or activities occurring on or after the Closing Date.

(iv) To the extent practical without causing an interruption in service, Seller shall cause all utility companies to provide final meter readings and to pay the charges for electricity, gas and any other utilities payable to the utility companies servicing the Facilities as of the day preceding Closing. Seller shall be entitled to a return of all deposits or other prepaid items held by such utility companies. Buyer shall be obligated to establish utility accounts with all utility companies and to have all utility services transferred to Buyer's name at Closing. In the event that the utilities cannot be cut-off by Seller and transferred to Buyer at Closing without an interruption in services, then Seller shall cause the charges for electricity, gas and any other utilities payable to utility companies servicing the Facilities to be apportioned as of the day of Closing with respect to the month in which the Closing occurs, and transferable utility deposits, if any, shall be transferred to Buyer, but all transferable deposits, to the extent transferred, under utility agreements shall be reimbursed by Buyer to Seller at Closing.

All prorations will be made as of the day prior to Closing, based on a 365 day year or a 30 day month, as applicable, with Seller retaining all income and revenue and paying all expenses accrued as of said date. The prorations contemplated hereby are to be made and paid or credited to Seller and Buyer, as the case may be, so far as feasible, at Closing, with a final settlement to be made no later than ninety (90) days after the Closing Date.

ARTICLE 4

THE CLOSING

Section 4.1 CLOSING

Subject to the provisions of this Agreement, the parties shall close the transactions contemplated by this Agreement no later than the Closing Date. If Buyer shall elect to close prior to the date set forth above, Buyer shall provide Seller with five (5) days' prior notice of Closing. The time of Closing on the Closing Date shall be at a time mutually agreeable to both parties. Possession of the Purchased Assets shall be delivered to Buyer at the Closing. Closing shall occur through an escrow with Title Agent.

Section 4.2 BUYER'S CONDITIONS TO CLOSING

Buyer's obligation to close this transaction is subject to satisfaction (or waiver by Buyer in writing), of the following conditions (the "Buyer's Conditions Precedent"):

(i) The representations and warranties of Seller contained in this Agreement, including but not limited to those set forth in Article 6 shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. This shall be evidenced by an affidavit of Seller to be delivered at Closing in a form and content reasonably acceptable to Buyer. In the event the representations and warranties of Seller set forth herein become materially untrue or inaccurate after the Effective Date due to the actions or inactions of Seller and Seller fails to cure such occurrence prior to the Closing, then Seller shall not be in default hereunder, and Buyer may upon its receipt of Seller's disclosure of the inaccuracy, at its option, (i) accept the Purchased Assets and close under the provisions of this Agreement, subject to the matters relating to the untrue or inaccurate representation or warranty, or (ii) terminate this Agreement, whereupon the parties shall be relieved of any further obligations under this Agreement, except for those matters which expressly survive such termination;

(ii) Seller shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing in all material respects;

(iii) Subject to the provisions of Article 5 of this Agreement, the condition of title and the matters reflected on the Survey shall remain unchanged since Buyer's acceptance of title and Survey, excluding any new matters created by, through or under Buyer;

(iv) Buyer shall have obtained all material approvals and permits necessary to authorize the transactions contemplated by this Agreement, including but not limited to applicable consent from the owners of the Series 2012A-2 Bonds; Buyer and the PWCDD entering into an Interlocal Agreement governing the Purchased Assets and special assessments related thereto; adoption of debt assessment resolutions and operations and maintenance assessment resolutions by Buyer and the PWCDD related to the Purchased Assets; adoption of rules by the Buyer for annual user fees for the Facilities; negotiation, approval and execution of a management agreement by the Buyer for the Purchased Assets; and approval of such other resolutions and agreements as are necessary to authorize the acquisition of the Purchased Assets by Buyer.

(v) Buyer shall have obtained all necessary approvals to authorize the issuance of the Bonds pursuant to Chapters 170, 190, and 197, Florida Statutes, in sufficient amounts to acquire the Purchased Assets and constructed the Planned Community Improvements, including but not limited to the Bond Validation, with such Bonds being in a principal amount sufficient to: (a) pay the Purchase Price; (b) pay all Costs of Issuance; (c) pay all costs incurred in connection with the Closing and as otherwise provided by this Agreement; and (d) fund an acquisition and construction account sufficient to fund the construction and installation of the Planned Community Improvements; provided, however, in the event the Bond Validation is not obtained on or before one-hundred twenty (120) days following the Effective Date of this Agreement (the "Validation Date"), Seller shall have the right to elect, by delivering written notice to Buyer, to: (i) extend the Validation date for one or more periods of thirty (30) days each or (ii) terminate this Agreement, whereupon the parties shall be relieved of any further obligations hereunder, except with respect to those which expressly survive such termination;

(vi) Buyer shall have sold the Bonds and received funds from such sale in amounts as are necessary to acquire the Purchased Assets and construct the Planned Community Improvements and pay all Costs of Issuance, pursuant to such terms and conditions, which are acceptable to Buyer in its sole and absolute discretion;

(vii) During the Inspection Period, Seller and Buyer shall determine the necessity of entering into a form of a Restrictions, Easements and Operating Agreement (the "REA") to address issues with respect to the harmonious development, operation and management of the Facilities, Planned Community Improvements, common areas owned, operated, and maintained by the Association and the Seller's retained property within the Community to the extent not addressed in the Master Declaration, including but not limited to: (i) ingress and egress easements; (ii) parking easements; (iii) signage easements; (iii) prohibited uses on the parties respective property; (iv) restrictions on improvements (including aesthetic and density restrictions) and alterations on improvements located on the Real Property and (v) future provision of reclaimed water. In the event the parties determine, prior to the expiration of the Inspection Period, that an REA is necessary, then the parties agree to enter into and execute, on the Closing Date, the REA, in a form and content to be negotiated in good faith by the parties prior to the Closing Date. In the event that the parties are unable to agree upon the form of the REA prior to the Closing Date, the Closing Date shall be extended day for day until such time as the parties reach agreement upon the form of the REA; provided, however, that the Closing Date shall not be extended by more than sixty days (60) for the purposes set forth in this Section 4.2(vii). If the parties are unable to agree upon the form of the REA within the time periods

prescribed in this subsection, this Agreement shall automatically terminate, whereupon the parties shall be relieved of any further obligations hereunder, except with respect to those matters which expressly survive such termination. At Closing, Seller, Buyer and the Association shall execute and record the REA, which execution and recording shall be a condition precedent to Buyer's obligation to consummate the Closing;

(viii) Seller shall prepare the Club Plan Termination removing all Purchased Assets from the Club Plan and terminating Seller's right to receive any Club Dues for periods from and after the Closing Date relating to the Facilities and the Planned Community Improvements and terminating the Club Plan from and after Closing. It is the intent of the parties hereto that the Buyer shall issue the Bonds in order to finance the acquisition of the Facilities and construction of the Planned Community Improvements and that, following Closing, annual debt service assessments levied by the Buyer on the owners of real property within the Community shall be paid in lieu of the Club Membership Fee presently charged pursuant to the Club Plan and, further, that Buyer shall levy annual Amenity O&M Assessments against the owners of real property within the Community to pay for the annual operation and maintenance of the Facilities acquired by the Buyer and the Planned Community Improvements to be constructed in lieu of any fees or other charges levied and assessed against the owners of real property within the Community under the Club Plan relating to the use of the Facilities and the Planned Community Improvements. The form of the Club Plan Termination shall be provided to Buyer no later than twenty (20) days prior to the expiration of the Inspection Period for Buyer's review and approval. The Club Plan Termination shall be recorded in the Public Records of the County at Closing; and

(ix) Seller shall prepare an amendment to the Master Declaration making such changes as are necessary to reflect the new ownership of the Purchased Assets. The form of the amendment to the Declaration (the "Declaration Amendment") shall be provided to Buyer no later than twenty (20) days prior to the expiration of the Inspection Period for Buyer's review and approval. The amendment to the Declaration shall be recorded in the Public Records of the County at Closing; and

(x) Seller and Buyer shall enter into the Option Agreement.

(xi) Seller shall have completed the ADA Work in accordance with the ADA Survey such that the Facilities comply, in all material respects, with the ADA. Seller shall deliver a certificate to Buyer at Closing from a licensed professional engineer or architect stating that the Purchased Assets are in compliance with the ADA provisions applicable to a unit of local government established under Chapter 190, Florida Statutes (the "ADA Certificate").

(xii) Buyer shall be prepared to enter into a management agreement (the "Restaurant Management Agreement") with Restaurant Manager or another management company acceptable to Buyer, in Buyer's sole discretion, relating to the management of any portion of the Facilities comprising restaurant facilities.

(xiii) Following a review of Seller's financial position, in the event that Buyer determines, in its sole discretion, that additional financial security is necessary in order to secure Seller's obligation to pay Amenity O&M Assessments as provided for in Section 4.3(iii) of this Agreement, then in such event, Seller shall deliver, at Closing, a surety bond, letter of credit or

such other instrument or deposit (the "Security Instrument"), in a form and content acceptable to Buyer and Seller and in a principal amount equivalent up to eighteen (18) months (the "Coverage Period") of Amenity O&M Assessments, which Seller is obligated to pay on Seller's Retained Lots in accordance with Section 4.3(iii). Buyer agrees and acknowledges that the principal amount of the Security Instrument shall be reduced annually at the commencement of the Buyer's fiscal year to the then projected Amenity O&M Assessments for the Coverage Period, which Seller is obligated to pay in connection with Seller's Retained Lots.

(xiv) Satisfaction (or waiver by Buyer) of the Buyer's Conditions Precedent are conditions to the obligation of Buyer to close the purchase of the Purchased Assets. In the event that the Buyer's Conditions Precedent are not satisfied no later than five (5) days prior to the Closing Date, Buyer shall have the right, to either: (a) waive the Buyer's Conditions Precedent and move toward Closing or (b) terminate this Agreement and thereafter the parties shall have no further obligations to each other, except as otherwise set forth herein. Buyer shall provide written notice to Seller, no later than five (5) business days prior to the Closing Date, as to the satisfaction of the Buyer's Condition Precedent or, in the event that the Buyer's Conditions Precedent are not satisfied, written notice as to Buyer's election pursuant to this Section.

Section 4.3 SELLER'S CONDITIONS TO CLOSING

Seller's obligation to close this transaction is subject to satisfaction (or waiver by Seller in writing), of the following conditions (the "Seller's Conditions Precedent"):

(i) Seller and Buyer shall have entered into a project management agreement (the "Project Management Agreement") pursuant to which Buyer agrees to fund an acquisition and construction account from proceeds of the Bonds in an amount equal to no less than Eleven Million Two Hundred Thousand and No/100 Dollars (\$11,200,000.00) (the "Construction Fund") to fund the construction, reconstruction, development and installation of the Planned Community Improvements. The parties agree and acknowledge that Buyer shall undertake to complete the Planned Community Improvements no later than three (3) years following Closing. The terms and conditions of the Project Management Agreement shall require that Buyer engage Seller to act as Buyer's project manager (the "Project Manager") with respect to the planning, construction, reconstruction and development of the Planned Community Improvements. In its capacity as Project Manager, Seller shall oversee all design, development, construction and installation of the Planned Community Improvements; provided, however, that (a) Seller shall not directly perform any architectural, engineering or other work which would be subject to the Consultants Competitive Negotiation Act, pursuant to Section 287.055, Florida Statutes and (b) Buyer shall be responsible for complying with all applicable laws, rules, regulations and ordinances of governmental agencies having jurisdiction over the Planned Community Improvements, including but not limited to any competitive bidding and solicitation requirements set forth in Section 190.033, Florida Statutes;

(ii) Seller and Buyer shall have agreed upon the general nature, extent and scope of the Planned Community Improvements, including but not limited to such conceptual plans and specifications as are necessary for the district engineer to prepare an opinion of probable costs relating thereto in connection with the issuance of the Bonds (collectively, the "Conceptual Plans"). Following agreement on the Conceptual Plans and

Closing, Seller shall be responsible for managing and coordinating all aspects of the planning, construction and development of the Planned Community Improvements, subject to the rights of Buyer to review and approve the same, including but not limited to: (i) coordinating the preparation of all conceptual drawings, design development drawings, schematic drawings, and construction drawings (collectively, the "Final Plans") relating to the Planned Community Improvements; (ii) seeking any and all final and non-appealable consents, permits (specifically including building permits), licenses, land use, zoning and other approvals and enactment of any ordinances and other governmental action required to construct and develop the Planned Community Improvements (the "Entitlements"); (iii) obtaining bids for all work, material and services to be performed in connection with the construction and development of the Planned Community Improvements in accordance with the Final Plans; (iv) preparing budgets for the Planned Community Improvements; (v) recommending for selection and retention by Buyer of the necessary professionals, including but not limited to the general contractor, architect, engineer, landscape architect and other project planners, to complete the Final Plans and construct and install the Planned Community Improvements; and (vi) overseeing and managing the construction and installation of the Planned Community Improvements, including making and approving change orders to the Final Plans, as required during the course of construction and installation of the Planned Community Improvements in order to construct and install the Planned Community Improvements materially in accordance with the Final Plans (collectively, the "Project Management Duties"). Seller shall be entitled to receive a construction management fee (the "Project Management Fee") in the amount of five percent (5.0%) of the total actual hard and soft costs incurred in connection with the construction and development of the Planned Community Improvements. All costs and expenses incurred in connection with the construction and development of the Planned Community Improvements, including all costs incurred in connection with the performance by Seller of the Project Management Duties, shall be the obligation of Buyer; provided, however, that such costs and expenses shall, in no event, exceed the Construction Fund. Following approval of the Final Plans by Buyer, no changes, revisions, or alteration to such Final Plans shall be permitted, except as may be required by applicable law in connection with obtaining the Entitlements, without the express written consent of Buyer. The terms and provisions of this subsection (ii) shall be incorporated into the Project Management Agreement;

(iii) Buyer agrees and acknowledges that, from and after Closing, Seller has agreed to pay Amenity O&M Assessments, as defined in Section 4.7 below, on Seller's Retained Lots, consisting of both the Platted Lots and the Planned Lots, for which Seller has not yet conveyed such lots to third-party, residential end-users. As a result, Seller will be funding Amenity O&M Assessments on the Retained Lots, but there will be no third-party, residential end-user utilizing the Facilities until such time as Seller conveys each of the Platted Lots and the Planned Lots to a third-party, residential end-user. Accordingly, in exchange for Seller funding Amenity O&M Assessments on such Platted Lots and Planned Lots prior to the conveyance of same to a third-party, residential end-user, Seller shall receive an Annual Pass, as hereinafter defined, for each of such Platted Lots and Planned Lots for which Seller funds Amenity O&M Assessments; provided, however, in no event shall Seller be entitled to or allocated more than a total of one-thousand (1,000) Annual Passes in the aggregate for all time pursuant to the terms of this Section 4.3(iii). Seller shall be permitted to assign and transfer all of Seller's rights in and to each Annual Pass to residential home buyers of homes in Seller's adjacent community (such residential home buyers being hereinafter referred to individually as

an "Initial Solivita Grande Resident" or collectively as the "Initial Solivita Grande Residents"), which adjacent community is commonly referred to as Solivita Grande; provided, however, that (i) Seller agrees that no less than ninety percent (90%) of such Annual Passes shall be assigned to homes with Initial Solivita Grande Residents who are of the age of fifty-five (55) years or older and (ii) Seller further agrees and acknowledges that the terms of such Annual Passes issued to the Initial Solivita Grande Residents shall provide the each such Annual Pass shall expire and be null and void no later than five (5) years following the sale of the first residential home to a Solivita Grande Resident. The term of any initial Annual Pass shall be for a period of one (1) year following the day upon which Seller assigns an Annual Pass to an Initial Solivita Grande Resident, which date shall be no later than thirty (30) days following the date upon which a certificate of occupancy is received for the home purchased by such Initial Solivita Grande Resident. Following the expiration of any Annual Pass assigned to an Initial Solivita Grande Resident, Seller shall be permitted to assign additional Annual Passes to an Initial Solivita Grande Resident provided that the term of any such additional Annual Passes assigned shall be for a period of one (1) year commencing on the first day following the expiration of any prior Annual Pass held by such Initial Grande Resident. Notwithstanding anything contained in this subsection (iii) to the contrary, any Initial Solivita Grande Resident using the Facilities and Planned Community Improvements shall remain subject to the payment of fees and costs associated with services rendered at the Facilities and Planned Community Improvements which are charged in addition to the Annual Pass fee (i.e. by way of example and not limitation, fees and expenses for food and beverage; event services; and fees for lessons, classes, etc.). Seller agrees and acknowledges that Seller's rights in and to the Annual Passes provided to Seller pursuant to this subsection are personal to Seller and that Seller shall not be permitted to assign such Annual Passes to third parties other than the Initial Solivita Grande Residents;

(iv) Within fifteen (15) days following the execution of this Agreement, AV Homes, Inc.'s Board of Directors shall have approved the transaction which is the subject of this Agreement. A letter from Seller addressed to Buyer, as applicable, stating the Seller's Board of Directors has approved the transaction shall be considered and deemed conclusive evidence that this condition has been satisfied without the need or requirement of any further documentation. If the condition of this subsection is not satisfied within the time period prescribed herein, this Agreement shall automatically terminate and the parties will have no further rights or obligations hereunder, other than those obligations which expressly survive the termination of this Agreement;

(v) Buyer shall have prepared rules and regulations (the "Rules and Regulations") governing use and occupancy of the Facilities and following completion, the Planned Community Improvements, by non-resident members of the public, including access protocols and an annual pass program relating to user rates, fees and charges governing such use by non-resident members of the public (the "Annual Pass Agreement") and the issuance of annual passes relating thereto (each individually, an "Annual Pass" and collectively, the "Annual Passes"), which Rules and Regulations and Annual Pass Agreement shall be acceptable to Seller, in its sole discretion, and shall implemented by Buyer prior to Closing.

(vi) Satisfaction (or waiver by Seller) of the Seller's Conditions Precedent are conditions to the obligation of Seller to close the sale of the Purchased Assets. In the event that the Seller's Conditions Precedent are not satisfied no later than five (5) days prior to

the Closing Date, Seller shall have the right, to either: (a) waive the Sellers' Conditions Precedent and move toward Closing or (b) terminate this Agreement and thereafter the parties shall have no further obligations to each other, except as otherwise set forth herein. Seller shall provide written notice to Buyer, no later than five (5) business days prior to the Closing Date, as to the satisfaction of the Seller's Condition Precedent or, in the event that the Seller's Conditions Precedent are not satisfied, written notice as to Seller's election pursuant to this Section 4.3.

Section 4.4 MARKETING RIGHTS AND RESERVATIONS

Seller expressly reserves the exclusive right to use the "Solivita" brand and service mark; provided however, that Buyer is hereby granted a non-assignable, non-transferrable license to use the "Solivita" brand and service mark solely in connection with Buyer's ownership, use and operation of the Facilities. In addition, if the Buyer and the PWCDD merge in the future, the surviving community development district, without further authorization or license agreement from Seller, shall be permitted to be renamed the "Solivita Community Development District" and such community development district, without further authorization or license agreement from Seller, shall be granted a non-assignable, non-transferrable license to use the "Solivita" brand and service mark solely in connection with its ownership, use and operation of the Facilities and without any representation or warranty from Seller regarding the use and availability of such brands and service marks. Seller further expressly reserves the right to continue to use any photographs of the Facilities that were or are to be developed by Seller or the Buyer in order to market real property owned by Seller inside and outside of the Community and for other corporate purposes, including the right to refer historically to the Facilities as an "AV Homes Development", "Avatar Properties Development", "AV Homes Amenity or Recreational Facility," or words of similar import. The provisions of this Section 4.4 shall survive Closing.

Section 4.5 SELLER'S USE OF THE CLUB PROPERTY POST-CLOSING

After the Closing Date, Buyer shall permit Seller and Seller's officers, agents, representatives, and employees, at no cost, to access and enter the Facilities during normal business hours for purposes of showing the Facilities to prospective purchasers of other properties offered for sale by Seller or its affiliates in the Community. Seller's right of access and entry shall be governed by the terms of the License Agreement to be entered into at Closing in the form attached hereto as Exhibit T.

Section 4.6 POST-CLOSING MANAGEMENT

Buyer agrees and acknowledges that, following Closing, Buyer intends to retain Evergreen Lifestyles Management, a Florida limited liability company ("ELM"), as Buyer's manager for purposes of managing the Purchased Assets and, following completion, the Planned Community Improvements. At Closing, Seller shall assign and Buyer shall assume the Management Agreement or Seller shall cause the Management Agreement to be terminated at Closing and Buyer shall enter into a direct management agreement with ELM relating to the management of the Purchased Assets and, following completion, the Planned Community Improvements. In the event that, following Closing, Buyer desires to replace ELM with another third-party management company (a "Replacement Manager"), then in such event, so long as Seller meets the Retained Land Threshold, any such Replacement Manager must meet or exceed the following standards in order to be

appointed and retained as Buyer's manager: (i) any such Replacement Manager or the employee of the Replacement Manager with primary onsite responsibility for the day-to-day operations of the Facilities, shall have no less than five (5) years' experience in the operation and management of facilities similar to the Purchased Assets and the Planned Community Improvements and (ii) any such Replacement Manager shall be properly licensed, insured and bonded, in amounts and coverages customary in the industry. If the Buyer decides to hire an employee as the Replacement Manager to manage the day-to-day operations of the Facilities while the Seller still meets the Retained Land Threshold, such individual shall have no less than five (5) years' experience in the operation and management of facilities similar to the Purchased Assets and the Planned Community Improvements and (ii) shall hold and maintain all such licenses as are necessary to perform the Replacement Manager's duties. The provisions of this Section 4.6 shall survive closing.

Section 4.7 SPECIAL ASSESSMENTS PAYABLE BY SELLER POST-CLOSING

From and after Closing, the Parties agree that the Platted Lots and Planned Lots owned by Seller (the "Retained Lots") shall be subject to the levy of special assessments associated with the Bonds; provided, however, that the initial principal amount of the Bonds allocated to each Retained Lot shall be no more than the initial principal amount allocated to a non-Retained Lot within the Community that does not have an assessment reduced by the Equalization Amount. The parties agree that the individual lots comprising the Retained Lots will be subject to the levy of special assessments for operations and maintenance ("Amenity O&M Assessments") of the Purchased Assets or Planned Community Improvements as to each lot on a fair and equitable basis and consistent with Amenity O&M Assessments levied and collected against all other non-Retained Lots within the Community. All Planned Lots owned by Seller which are intended to be developed as residential lots shall be subject to the levy of special assessments as more particularly set forth in the assessment methodology to be adopted by the Buyer in connection with the issuance of the Bonds, which special assessments shall subsequently be allocated to the Planned Lots as such Planned Lots are platted. Seller agrees that in connection with the Districts' budget processes for fiscal year 2018 and fiscal year 2019, the Districts will certify for direct collection the Amenity O&M Assessments levied on the Retained Lots then owned by Seller and Seller will pay such Amenity O&M Assessments in full on or before October 1, 2017 and October 1, 2018, respectively. Seller agrees to, and waives any objection to, the Districts certifying Amenity O&M Assessments levied against the Retained Lots for direct collection in fiscal year 2017, fiscal year 2018, fiscal year 2019 and every fiscal year thereafter for which in the District's sole discretion payment in full on the Retained Lots on or before October 1st is necessary to maintain adequate cash flows to pay for the operations and maintenance expenses of the District associated with the Purchased Assets. Seller agrees to provide, in connection with Closing, legal descriptions for Seller's Retained Lots prior to Closing.

Section 4.8 CLOSING COSTS

At the Closing, all costs shall be payable as follows:

Seller shall pay for:

(i) All fees and charges of its attorneys, consultants, engineers, accountants, and other professionals and/or representatives;

(ii) The cost of preparing and recording any corrective instruments that may be required in connection with curing the title established herein;

(iii) The cost of recording the Deed in the Public Records of the County;

(iv) The cost of documentary stamps and surtax which are required to be affixed to the Deed;

(v) The cost of the Owner's Title Insurance Commitment and Policy and all related title searches, charges and any endorsements to the Owner's Title Insurance Commitment and Policy;

(vi) All sales, transfer or excise taxes imposed on the transfer of any and all tangible personal property hereunder; and

(vii) Except as otherwise provided herein, all special assessments and taxes which became a lien on their respective properties prior to Closing.

Buyer shall pay for:

(viii) All fees and charges of its attorneys, consultants, engineers, accountants, architects and other professionals and/or representatives, including but not limited to those incurred by Buyer in connection with the Funding Agreement. To the extent any such costs were incurred in connection with the Funding Agreement and Seller has paid the cost of such items prior to Closing, Seller shall receive a credit at Closing in accordance with the provisions of the Funding Agreement;

(ix) The cost of the Survey;

(x) The cost of any due diligence audits or reports which Buyer may order; and

(xi) The cost of any financing pertaining to the purchase of the Purchased Assets, if any.

Section 4.9 DELIVERIES BY SELLER

At the Closing, Seller shall in addition to all other items specified elsewhere in this Agreement, cause to be duly executed by the appropriate person and/or delivered, the following items, as appropriate:

(i) Counterpart of Closing Statement;

(ii) Deed;

(iii) Assignment and Assumption of Contracts and Leases;

- (iv) Annual Pass Agreement;
- (v) Bill of Sale;
- (vi) REA, if applicable;
- (vii) Club Plan Termination;
- (viii) Declaration Amendment, if applicable;
- (ix) ADA Certificate;
- (x) Assignment and Assumption of Licenses and Permits;
- (xi) A certificate from Seller stating whether or not Seller's representations and warranties made herein are true and correct in all material respects as of the Closing Date;
- (xii) Such corrective instruments as may be required to deliver good and marketable title, pursuant to the provisions of Article 5 hereof;
- (xiii) A seller's affidavit for the Real Property in form and content as may be reasonably required by the Title Underwriter to delete the standard "gap" exception, the standard construction lien exception and the standard parties in possession exception except with respect to any tenants, occupants, licensees or users pursuant to the terms of the Contracts or Leases;
- (xiv) Non-foreign affidavit evidencing that Buyer shall not be liable for transfer liability under Section 1445 of the Internal Revenue Code, as amended;
- (xv) Evidence satisfactory to Buyer and Title Underwriter of Seller's due formation and existence and that the person executing the closing documents on behalf of Seller has full right, power and authority to do so;
- (xvi) Intentionally Deleted;
- (xvii) Project Management Agreement;
- (xviii) Option Agreement;
- (xix) License Agreement;
- (xx) Actual and exclusive possession and operating control of the Purchased Assets, subject to the Events and Permitted Exceptions;
- (xxi) a form letter or other communication from Seller to each Member as shall be agreed upon between Seller and Buyer directing that all future fees, and all payments shall be paid to Buyer, or as Buyer shall otherwise direct;

(xxii) All keys, security codes and security cards not otherwise in the possession of the Club Manager, together with a list of the names and email addresses (if available) of each individual with access to such keys, security codes and security cards; and

(xxiii) Any other documents Buyer deems reasonably necessary or advisable to consummate the transactions contemplated hereby.

Section 4.10 DELIVERIES BY BUYER

At the Closing, Buyer shall execute or cause to be executed by the appropriate persons and/or deliver to Seller the following:

- (i) Closing Statement;
- (ii) Assignment and Assumption of Contracts and Leases;
- (iii) REA, if applicable;
- (iv) Assignment and Assumption of Licenses and Permits;
- (v) Intentionally Deleted;
- (vi) Project Management Agreement;
- (vii) Copies of the Rules and Regulations and Annual Pass Agreement relating thereto;
- (viii) Option Agreement;
- (ix) License Agreement;
- (x) Rules and Regulations;
- (xi) Evidence satisfactory to Seller and Title Underwriter of Buyer's due formation and existence and that the person executing the closing documents on behalf of Buyer has full right, power and authority to do so;
- (xii) A certificate from Buyer stating whether or not Buyer's representations and warranties made herein are true and correct in all material respects as of the Closing Date;
- (xiii) The cash balance of the Purchase Price due at Closing for the Purchased Assets, pursuant to the Closing Statement;
- (xiv) Consumer's Certificate of Exemption (Fla. DOR Form DR-14) containing Buyer's Florida tax identification number and a copy of Buyer's Application for Certificate of Exemption (Fla. DOR Form D-5) filed with the Florida Department of Revenue; and

(xv) Any other documents Seller deems reasonably necessary or advisable to consummate the transactions contemplated hereby.

ARTICLE 5

TITLE REVIEW AND INSPECTIONS

Section 5.1 TITLE COMMITMENT AND SURVEY

As of the Effective Date of this Agreement, Seller, at Buyer's expense, has caused Title Agent to issue the Title Commitment, along with legible photocopies of the title exceptions set forth on the Title Commitment. Seller has further caused a duly licensed surveyor to prepare a Survey for the Property, which Survey has been delivered to Buyer and will be certified to Buyer, Seller, Title Agent and Title Underwriter at Closing and which shall be updated to locate all matters set forth in Schedule B-II of the Title Commitment which are capable of depiction. Seller shall furnish good and marketable title for the Property, free and clear from all liens, mortgages, pledges, security agreements, rights, charges or encumbrances, but solely to the extent created by, through or under Seller and any other matters disclosed in the Title Commitment or Survey which are timely objected to by Buyer, except with respect to the Permitted Exceptions. Buyer shall give Seller the Title Notice, if any, no later than thirty (30) days prior to expiration of the Inspection Period. In the event Buyer objects to any title exception(s) or title matters disclosed on the Survey other than the Permitted Exceptions, Buyer shall state in the Title Notice to which title exception(s) set forth on the Title Commitment or title matters disclosed on the Survey Buyer objects. Any title exceptions or title matters disclosed on the Survey not timely objected to by Buyer within the prescribed time period shall thereafter be deemed a part of and included within the defined term used herein as the "Permitted Exceptions." Seller shall not be obligated to satisfy or remove any matter to which Buyer has objected in the Title Notice; provided, however, that at the Closing, all mortgages and any other liens, charges or encumbrances created by, through or under Seller that may be satisfied by the payment of money shall be satisfied of record by Seller. No later than twenty (20) days after delivery of the Title Notice (the "Title Review Period"), if Seller has failed or refuses to satisfy or remove any matter to which Buyer has objected in the Title Notice, Buyer may, prior to expiration of the Inspection Period, at its option (i) accept title subject to the objections raised by Buyer, in which event said objection(s) shall be deemed waived for all purposes, and proceed with Closing without any reduction in the Purchase Price, or (ii) rescind this Agreement, whereupon this Agreement shall terminate and the parties shall have no further liability or obligation hereunder except for such obligations which survive the Closing. Buyer shall elect one of the two options specified in the preceding sentence prior to expiration of the Inspection Period. In the event Buyer fails to timely make such election, Buyer shall be deemed to have elected the option to accept title subject to the objections raised by Buyer and proceed with Closing in accordance with item (i) hereinabove.

Except with respect to title and survey matters which Seller has chosen to cure in accordance with this Section, if Buyer has not delivered the Termination Notice as provided for in this Section 5.1, Buyer shall be deemed to have accepted the Title Commitment and Survey, including the Permitted Exceptions.

Section 5.2 ACCESS TO PROPERTY DATA

Seller has delivered or shall make available to Buyer the Property Data from and after the Effective Date of this Agreement. In addition, Seller shall continue to make the Property Data available to Buyer through the Inspection Period and in the event Buyer does not elect to terminate this Agreement as provided in Section 5.3 below, during the term of this Agreement, Seller will continue to provide access to the Property Data. The parties agree that upon conclusion of the Inspection Period and through the Closing Date, if Buyer elects not to terminate this Agreement, the Property Data shall be updated as may be necessary, to incorporate any additions thereto or deletions therefrom as may have occurred since the Effective Date.

Section 5.3 BUYER'S INSPECTION RIGHTS

Within fifteen (15) days from the Effective Date, to the extent not already delivered by Seller to Buyer, Seller shall make available to Buyer copies of documentation in Seller's possession or control, if any, pertaining to the Purchased Assets, including but not limited to surveys, engineering plans and specifications, title policies, environmental reports and studies (including but not limited to radon, mold, lead based paint, and asbestos), licenses, permits, building plans and specifications, list of inventory, equipment, furniture and fixtures, notices of violations of any ordinances or environmental regulations and insurance policies ("Documentation").

During the Inspection Period, Buyer shall have the right to evaluate the Purchased Assets in any manner reasonably desired by Buyer for the purpose of determining the physical condition and characteristics thereof and the feasibility of and suitability of the Purchased Assets for Buyer's intended use, subject to all of the terms and conditions stated in this Section.

In the event Buyer fails to close on the transaction herein contemplated, Buyer shall return any copies of Seller's Property Data which it may have in its possession, together with any third party reports (subject to provisions of Section 5.3 (a)(ii)), to Seller within thirty (30) business days of the termination of this Agreement; provided, however, Buyer may retain copies of any such documents.

During the Inspection Period and upon reasonable advance notice to the Seller, Seller will permit full access to and will make available to Buyer's representatives for inspection and review, the Information as may be reasonably requested from time to time, and Seller shall permit access to other third parties reasonably requested for verification of any information so obtained. Buyer expressly agrees that its exercise of such rights of access shall be performed in a manner that will not interfere unreasonably with the business operations of the Club. Seller shall furnish to Buyer copies of all Contracts and shall make available for Buyer's review at any time the Licenses and Permits.

Subject to the restrictions and conditions hereafter described, with respect to the Work Buyer agrees as follows:

a. Buyer's inspections of and Work on the Real Property shall be subject to the following terms and conditions:

(i) All Work Buyer wishes to perform on the Real Property (including all inspections and tests and work associated therewith), environmental studies and audits, hydrology analysis, surveys of the Real Property, appraisals and building inspections, shall be reasonably identified in writing to Seller prior to the commencement of any such work. All Work shall be performed during normal business hours and Buyer shall use commercially reasonable efforts to assure such activities do not interfere with the Club Operation.

(ii) Buyer shall have the right to have its engineers, contractors and others of Buyer's selection make the inspections and tests of the Real Property, including but not limited to environmental surveys and tests, soil tests, termite inspections, mold tests and fire suppression tests; provided, however, (a) if Seller so elects, Seller's designated representative shall accompany any such engineer or others during any such inspection(s) and test(s) that require entry into any building on the Real Property and (b) prior to performing any invasive testing, Buyer must first obtain the written consent of Seller, which may be withheld in Seller's discretion. If Seller refuses to provide written consent to such activities, the Buyer shall have the option, in its sole discretion, to terminate this Agreement prior to the expiration of the Inspection Period, whereupon the parties shall be relieved of any further obligations hereunder, except with respect to those matters which expressly survive such termination. As part of the consideration for Seller's consent to allow Buyer to enter the Real Property, Buyer shall deliver to Seller, if this transaction does not close, a copy of all written reports prepared by third parties, including written data, written studies and other written information obtained by Buyer as a result of Buyer's exercise of its rights under this Section relating to the Real Property or as a result of any Work relating to the Real Property, other than its financial information and work sheets, all without representation or warranty of any kind, but excluding any written materials subject to the attorney-client privilege and any internally prepared reports, studies and analysis.

(iii) Buyer shall obtain and pay for all permits and approvals required by any governmental entity with jurisdiction over any Work performed by or on behalf of Buyer on the Real Property.

(iv) Buyer warrants and guarantees that Buyer shall be solely responsible and liable for payment of all costs and expenses associated with the Work performed in connection with the exercise of its inspection rights (including, by way of example, but not limitation, costs of all professional or other services performed on behalf of Buyer in connection with the Work) and Buyer shall promptly pay all such costs and expenses. Buyer shall not permit any Lien to be placed against any portion of the Real Property as a result of Buyer's exercise of its rights of entry or performance of Work on the Real Property. Within fifteen (15) business days after Buyer's receipt of any notice to Buyer that a Lien has been placed or claimed against any portion of the Real Property as a result of Buyer's exercise of its rights under this Section or the performance of any Work in connection therewith, Buyer shall pay, bond or otherwise discharge the Lien and remove it as an encumbrance or cloud on Seller's title to the Real Property. If Buyer fails to so pay, bond or discharge the Lien, Seller shall have the right, but not the obligation, to pay, bond or otherwise discharge the Lien and all costs incurred by Seller in so doing, including, without limitation, Seller's attorneys' and paralegals' fees and costs, shall be reimbursed to Seller by Buyer within ten (10) business days of Buyer's receipt of written demand for same from Seller.

(v) To the extent authorized by law and without waiving any of the protections and immunities afforded to Buyer under Florida law, Buyer agrees and covenants that it shall unconditionally and fully indemnify, release, defend and hold Seller harmless from any and all claims, losses, penalties, demands, judgments, damages, injuries and costs of suit, including attorneys' and paralegals' fees (and including federal, state and/or local regulatory enforcement actions), for any expense, damage or liability, demands, guarantees or warranties (both express and implied) incurred by Seller and its successors and assigns for personal injury, property damage, direct damages, or economic loss, controversies, costs, expenses, actions or causes of action of any nature whatsoever, at law or in equity, relating to or arising out of performance of the Work. To the extent authorized by law and without waiving any of the protections and immunities afforded to Buyer under Florida law, such obligations of Buyer shall include, all reasonable and necessary costs incurred by Seller or its successors or assigns to repair, replace or restore real or personal property to substantially the same condition it was in prior to being damaged during work performed in the course of the Work. Buyer's obligations contained in this section shall survive any assignment, cancellation or termination of this Agreement, to the extent authorized by law and without waiving any of the protections and immunities afforded to Buyer under Florida law.

(vi) Buyer, as a condition to its right to enter the Real Property, shall require its contractors and professionals to maintain commercial general liability insurance under an occurrence policy form (naming Seller as an "additional insured") issued by an insurance company or companies reasonably satisfactory to Seller and possessing an A. M. Best Company rating of A-, Class VII to protect Seller from any claims for bodily injury, including death, and property damage in a minimum amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate arising in connection with Buyer's exercise of its rights of entry, investigation and inspection of the Real Property. A copy of such policy or a certificate substantially in the form of Schedule E or an ACORD 28 on which Seller may rely shall be delivered to Seller or Seller's attorneys prior to Buyer's exercise of its right of entry. Such policy shall provide that coverage shall not be cancelled in coverage or in limits except after sixty (60) days' notice.

(vii) Buyer warrants and guarantees that upon completion of the Work or termination of this Agreement, whichever occurs first, Buyer shall repair any damage caused by Buyer and/or its agents, contractors, and employees on or to the Real Property and Buyer shall restore the Real Property to substantially its pre-existing condition. Buyer shall be solely liable and responsible for all costs and expenses associated with such repair and restoration. If Buyer's activities on the Real Property create a violation of any laws, rules, codes, regulations or ordinances of any governmental agencies having authority over such matters, then Buyer shall no later than ten (10) business days' after notice from Seller (in accordance with the terms of this Agreement) take all necessary and appropriate action to restore the Real Property to its former condition at Buyer's sole cost and expense. If Buyer fails to timely restore the Real Property to its pre-existing condition following Seller's notice as provided in the preceding sentence, then Buyer shall pay all costs and expenses incurred by Seller or its agents for all remediation and restoration required as a result of any such changed condition. If Buyer fails to close this transaction, Buyer shall reimburse Seller for all such obligations, costs and expenses within ten (10) business days of Seller's demand therefor.

(viii) All of Buyer's obligations under this Section and its subparts shall survive termination of this Agreement, to the extent permitted by applicable law.

If at any time prior to the Inspection Completion Date, Buyer determines that Buyer is not satisfied with the results of its property inspections or that Buyer determines that the Purchased Assets are not suitable, for any reason or for no reason, in Buyer's sole and absolute discretion, then Buyer may elect to cancel and terminate this Agreement by delivering written notice to Seller prior to the Inspection Completion Date of Buyer's election so to terminate. Following Buyer's timely delivery of written notice to Seller of its election to terminate, this Agreement shall be terminated and the parties shall be relieved of any further obligations hereunder except for Buyer's indemnities, obligations stated in subsection (a)(v) above and representations or warranties which survive termination of this Agreement which shall include Buyer's obligation to pay Seller the sum of One Hundred and No/100 Dollars (\$100.00) as consideration for Seller entering into this Agreement. The provisions of this Section 5.3 shall survive termination of this Agreement. If Buyer fails to give such written notice of termination, the obligations of this Agreement shall continue in full force and effect and the parties shall continue to Closing pursuant to the terms of this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby warrants and represents to Buyer that the following statements are true and correct as of the Effective Date of this Agreement and shall be true as of the Closing Date:

Section 6.1 APPROVAL

Seller is a corporation, duly organized and validly existing under the laws of the State of Florida. On or prior to the Closing Date, Seller shall have taken all requisite action required to approve the execution and delivery of this Agreement and the performance of the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate, conflict with, or result in a breach of or default under any of the terms, provisions or conditions of the organizational documents of Seller, or any statute, regulation or any court or administrative order or process, or any agreement or instrument to which Seller is a party or by which it, or its properties or assets is bound, or result in the creation of any lien, charge or encumbrance upon any, of the assets of Buyer under any of the foregoing.

Each of the other documents and instruments delivered pursuant to this Agreement, constitute, or upon execution and delivery in accordance with the terms of this Agreement, will constitute, valid obligations of Seller legally binding upon Buyer and enforceable in accordance with their respective terms.

Section 6.2 NO BREACH

The execution of this Agreement by Seller and the consummation of the transactions contemplated hereunder will not violate or result in a breach of or constitute a default under any

provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation or other restriction of any kind to which Seller is or may be bound or affected.

Section 6.3 NO BROKER

Seller represents that Seller has not engaged the services of any real estate broker, finder or other agent with regard to the Property or this Agreement. Seller agrees to indemnify and hold Buyer harmless from and against any claim for any brokerage or other commission or finders fee made by any person or entity claiming to have rights to compensation by reason of this contemplated purchase and sale transaction.

Section 6.4 LEASES

To the actual knowledge of Seller, other than as set forth on Exhibit F, (i) there are no leases in effect that in any way relate to or affect the Land, and (ii) no party described in the Leases is in breach, default or violation of any such document. Following the Effective Date of this Agreement, Seller shall not enter into any leases of the Purchased Assets without the prior written consent of Buyer, unless such Leases are cancellable by Buyer within sixty (60) days following the Closing Date. To the extent that Seller enters into any leases following the Effective Date which Buyer elects not to assume, Seller shall be responsible for any and all costs, expenses and liabilities incurred in connection with terminating such leases.

Section 6.5 CONTRACTS

To the actual knowledge of Seller, other than as set forth on Exhibit E, (i) there are no contracts or other agreements in effect that in any way relate to or affect the Land or the Facilities, and (ii) no party described in the Contracts listed on Exhibit E is in breach, default or violation of any such document except as set forth in a written notice sent or received by Seller and disclosed to Buyer in writing.

Section 6.6 OFAC

Neither Seller nor, to the knowledge of Seller's Representatives, on behalf of Seller, any of its members, or to Seller's knowledge, any of their members, shareholders or other equity owners, is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of OFAC (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action.

Section 6.7 UNITED STATES PERSON

Seller is a "United States person" within the meaning of Sections 1445(f) (3) and 7701(a)(30) of the Internal Revenue Code of 1986, as amended.

Section 6.8 PARTIES IN POSSESSION

There are no parties in possession of the Land or of any portion thereof, as the case may be, as lessees, tenants at sufferance, licensees or trespassers, and no party has been granted any license, lease, or other right relating to the use or possession of said respective properties or any portion thereof that would extend beyond the Closing, except for tenants, occupants or licensees pursuant to the Leases and Contracts, the rights of Members and Permitted Exceptions.

Section 6.9 TAX MATTERS

To the knowledge of Seller, there is no action, suit, proceeding, audit, investigation or claim now pending against Seller or threatened against the Seller regarding any Taxes. To the knowledge of Seller's Representatives, on behalf of Seller, there are no ongoing audits or examinations of any of the tax returns of Seller specifically relating to the Purchased Assets. Seller shall execute such documents as Buyer may request for sales tax confirmations from the Florida Department of Revenue.

Section 6.10 LICENSES AND PERMITS

As of the Effective Date of this Agreement, to the knowledge of Seller, the Licenses and Permits to be transferred to Buyer at Closing are in good standing, with no lien, violations or other conditions restricting their use by Buyer once transferred and/or assigned to Buyer and, to the extent any such lien, violation or other condition exists, Seller shall use reasonable good faith efforts to cure such matters as a condition to Buyer's obligation to close on the transaction contemplated by this Agreement; provided, however, in no event shall Seller be obligated to institute legal proceedings to cure any such matter. In the event that there are any material violations relating to any Licenses and Permits as of Closing, Buyer shall be permitted to terminate this Agreement, whereupon the parties shall be relieved of any further obligation hereunder, except with respect to those matters which expressly survive such termination. Prior to Closing, Seller shall promptly deliver any written notice received by Seller relating to any liens, violations or other conditions restricting the use of the Licenses and Permits by Buyer following Closing.

Section 6.11 LITIGATION

As of the Effective Date of this Agreement, except as set forth on Exhibit O, to the knowledge of Seller, there are no pending legal actions or suits with respect to the Purchased Assets, nor are there any threatened legal actions or suits with respect to the Purchased Assets. Seller hereby agrees to indemnify and hold Buyer harmless for all losses and damages arising from any existing lawsuit listed on Exhibit O or from any loss or damage relating to any legal actions or suits with respect to the Purchased Assets based on matters arising prior to the Closing Date, to the extent that insurance proceeds are not available for such purposes. Notwithstanding the forgoing, if at any time during the term of this Agreement, to the knowledge of Seller's Representatives, any legal action or suit is filed against Seller with respect to the Purchased Assets or Seller receives written notice of any threatened legal action or suit with respect to the Purchased Assets, Seller agrees to deliver a written update to Exhibit O to Buyer disclosing such matters within ten (10) business days of receipt of written notice of any such legal action or suit ("Seller's Litigation Update"). Upon receipt of the Seller's Litigation Update, the Buyer shall have the option to terminate this Agreement if the Seller's Litigation Update discloses any

litigation which would materially and adversely affect Buyer's ownership, use and operation of the Purchased Assets, unless Seller provides an indemnification in favor of Buyer for such matter and/or otherwise provides evidence that Seller's insurance is sufficient to defend and satisfy any claim associated with such litigation, as determined by Buyer, in Buyer's sole discretion.

ARTICLE 7

COVENANTS OF SELLER

Seller covenants and agrees with Buyer that between the Effective Date and the Closing Date:

Section 7.1 CONTRACTS IN ORDINARY COURSE OF BUSINESS

After the Inspection Completion Date and provided Buyer has not elected to terminate this Agreement, no contract, agreement, obligation, lease, license, or commitment will be entered into, assumed, modified or terminated by or on behalf of Seller relating to the Purchased Assets without the prior written consent of Buyer, which consent shall not be unreasonably withheld or delayed, except for (i) as expressly provided for in such contract, agreement, obligation, lease or commitment; (ii) normal and ordinary contracts, agreements or commitments entered into in the ordinary course of business in an aggregate amount less than \$50,000.00, expressly hereby excepting emergencies as determined by the Club Manager in its commercially reasonable judgment, (iii) Inventory purchases which may continue to be made in accordance with past practices provided that the same may be terminated without payment of any fee or penalty, on sale of the Purchased Assets, and (iv) such other contracts and agreements as are consistent with Seller's past practices, provided, such contracts can be terminated upon no more than thirty (30) days' notice. In the event of any emergency, Seller shall notify Buyer of any such purchase within one (1) business day.

For purposes of this Section 7.1, Buyer's consent shall be deemed given if Buyer does not object or respond to Seller within ten (10) business days of receipt of Seller's request for consent in accordance with the notice provisions of this Agreement.

Notwithstanding the forgoing, Buyer recognizes and agrees that Seller and/or the Club has entered into or may during the term of this Agreement enter into agreements for events (the "Event Contracts") to be held at the Facilities after the Closing Date, provided, however, that such Event Contracts must be on terms and conditions consistent, including pricing, with those of past practices of the Seller. In such regard, Buyer agrees to accept and assume the Event Contracts to the extent to be performed after the Closing Date but (i) Seller will cause any preparations needed to be made before the Closing Date to be made in the ordinary course of business, (ii) with the costs paid to Seller from amounts pre-paid by the relevant party or by way of adjustment at Closing and (iii) Buyer shall be entitled to all proceeds of such Event Contracts. Buyer also acknowledges and agrees that in light of concerns over the sale of the Purchased Assets, Seller may have had to, or may have to, grant parties to Event Contracts the right to cancel same upon such sale and if so, Seller shall have no liability to Buyer in such regard.

Section 7.2 CONDUCT OF BUSINESS

Between the Effective Date of this Agreement and the Closing Date, Seller will not enter into any contract which is not cancelable on and as of the Closing Date other than as provided in Section 7.1 hereinabove, and will not transfer any of the Purchased Assets or create any additional lien or encumbrance thereon. Seller covenants and agrees prior to Closing to maintain the Land and Facilities thereon in the same condition and repair as of the Effective Date, normal wear and tear excepted, and in accordance with Seller's current practice through the Closing Date. Notwithstanding the provisions of this paragraph, in the event of substantial or material damage or destruction to the Land or the Facilities thereon or any material portion thereof prior to Closing, Seller shall have the option to cease its business operations at the applicable Facilities, including the maintenance thereof, and Buyer shall have the right to terminate this Agreement pursuant to Article 10. Seller shall use its commercially reasonable efforts to maintain the Licenses and Permits in full force and effect through the Closing Date.

Section 7.3 CONDITION OF ASSETS

All buildings, offices, and other structures and all machinery, equipment, fixtures, vehicles, and other property used in the Facility Operation will be kept and maintained in substantially the same operating condition, repair and working order as they are in on the Effective Date, reasonable wear and tear excepted, subject to the terms of Section 12.2.

Section 7.4 INSURANCE

Until Closing, Seller shall keep the Land and Improvements and all assets subject to this Agreement insured in accordance with existing policies. To the extent not already delivered to Buyer as of the Effective Date of this Agreement, Seller agrees to deliver to Buyer copies of such insurance policies and to provide any updates to such policies periodically through the Closing Date.

Section 7.5 GENERAL COOPERATION

From the Effective Date of this Agreement through the Closing, Seller will use good faith efforts to operate the Facilities in such a manner as to achieve a smooth transition consistent with the mutual business interests of Seller and Buyer. In this regard, Seller agrees that Seller will enter into good faith discussions concerning the Facilities, including, but not limited to, personnel policies and procedures, and other operational matters.

Seller agrees to use good faith efforts to promptly satisfy all conditions to Closing set forth in Section 4.3 to the extent such conditions are within the control and direction of Seller. Seller shall further use its good faith efforts to take all actions and to do all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement (including satisfying the closing conditions).

ARTICLE 8

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby warrants and represents to Seller that the following statements are true and correct as of the Effective Date of this Agreement and shall be true as of the Closing Date:

Section 8.1 ORGANIZATION

Buyer is a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes and has or will have prior to Closing all necessary power and authority to perform this Agreement and the transactions contemplated hereby.

Section 8.2 APPROVALS

On or prior to the Closing Date, Buyer shall have taken all requisite action required to approve the execution and delivery of this Agreement and the performance of the transactions contemplated by this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby do not and will not violate, conflict with, or result in a breach of or default under any of the terms, provisions or conditions of the organizational documents of Buyer, or any statute, regulation or any court or administrative order or process, or any agreement or instrument to which Buyer is a party or by which it, or its properties or assets is bound, or result in the creation of any lien, charge or encumbrance upon any, of the assets of Buyer under any of the foregoing.

Each of the other documents and instruments delivered pursuant to this Agreement, constitute, or upon execution and delivery in accordance with the terms of this Agreement, will constitute, valid obligations of Buyer legally binding upon Buyer and enforceable in accordance with their respective terms.

Section 8.3 NO BROKER

No broker or finder has acted for Buyer in connection with this Agreement or the transactions contemplated hereby and no broker or finder is entitled to any brokerage or finder's fee or other commission in respect thereof in any way on agreements, arrangements, or understandings made by or on behalf of Buyer.

ARTICLE 9

COVENANTS OF BUYER

Section 9.1 BOOKS AND RECORDS

Solely for the purposes of collecting Seller's Receivables, filing of tax returns or responding to accounting inquiries which arise out of activity or operations prior to the Closing Date, Buyer agrees to preserve and protect all books and records, for one year after the Closing Date, delivered to Buyer by Seller pursuant to this Agreement and to afford to the officers, employees and authorized representatives of Seller, reasonable access during normal business hours to such books and records upon reasonable advance written notices Buyer further agrees that such officers, employees and authorized representatives of Seller shall be free to make copies of and to take notes from such books and records at Seller's expense.

Section 9.2 GOOD FAITH EFFORTS; GENERAL COOPERATION

Buyer agrees to use good faith efforts to promptly satisfy all conditions to Closing set forth in Section 4.2 to the extent such conditions are within the control and direction of Buyer. Buyer shall further use its good faith efforts to take all actions and to do all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement (including satisfying the closing conditions).

ARTICLE 10

RISK OF LOSS

In the event that any material portion of the Land is taken by eminent domain or condemnation proceeding or if there occurs a casualty prior to Closing and such taking or casualty prior to Closing materially and adversely affects the use or utility of the Land or the Improvements for the Facility Operations, Buyer may within ten (10) days after Buyer receives written notice of such taking either (a) proceed to close notwithstanding the eminent domain or condemnation proceeding, if applicable, in which event Seller will assign to Buyer its entire right, title and interest in and to any award or right to receive insurance proceeds or condemnation awards, or (b) terminate this Agreement (except for matters which expressly survive termination hereof) by delivering written notice of termination to Seller and thereafter this Agreement will be null and void and the parties will have no further rights or obligations hereunder except with respect to the matters which expressly survive termination hereof. For the purposes of this Agreement, materially and adversely affecting the Land shall include only (aa) permanent or long-term (i.e., post-emergency conditions and after reasonable clean-up and repair time) material impairment of access to the Land, or (bb) permanent or long-term (i.e., post-emergency conditions and after reasonable clean-up and repair time) damages to the Real Property, the cost of which to repair or replace would exceed \$500,000.00

Upon any such termination of this Agreement as permitted under this Agreement, neither Buyer nor Seller shall have any liability to the other, except as otherwise expressly provided in this Agreement.

ARTICLE 11

DEFAULT

Section 11.1 BUYER'S DEFAULT

If, at or prior to Closing, Buyer fails or refuses to perform its obligations contained herein or in any document executed in connection herewith (and any such failure or refusal continues for more than five (5) business days after receipt of notice thereof from Seller, it being understood however that no such five (5) business day notice and opportunity to cure shall be required for a failure or refusal to make any payment of money required hereunder or to close the transactions contemplated by this Agreement on the Closing Date), then Seller may, as its sole and exclusive remedy under this Agreement, terminate this Agreement and thereafter this

Agreement will be null and void and the parties hereto will have no further rights or obligations hereunder except with respect to the matters which expressly survive termination hereof.

Section 11.2 SELLER'S DEFAULT

In the event that this transaction fails to close as a result of Seller's default (and any such failure or refusal continues for more than five (5) business days after receipt of notice thereof from Buyer, it being understood however that no such five (5) business day notice and opportunity to cure shall be required for a failure or refusal to make any payment of money required hereunder or to close the transactions contemplated by this Agreement on the Closing Date), then Buyer may, as its sole and exclusive remedy under this Agreement and subject to the limitations set forth in Section 12.15, seek one of the following (a) obtain specific performance of this Agreement relating solely to Seller's obligations to convey the Purchased Assets, if specific performance is a viable remedy; (b) waive the default and proceed to Closing, without any credit or deduction in the Purchase Price, unless agreed upon by the Seller, or (c) terminate this Agreement, in which case all obligations under this Agreement shall terminate except as otherwise provided in this Agreement.

ARTICLE 12

MISCELLANEOUS

Section 12.1 SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties of Seller set forth in Section 6 of this Agreement shall survive the Closing and the delivery of all required documents hereunder.

Section 12.2 CONDITION OF PURCHASED ASSETS

Buyer expressly acknowledges and agrees to the following provisions:

(i) Subject to the express representations and warranties made by Seller in this Agreement or in the closing documents to be delivered by Seller to Buyer at Closing pursuant to Section 4.9 of this Agreement, Buyer understands and agrees that Buyer's purchase of the Purchased Assets shall be "AS IS, WHERE IS, WITH ALL FAULTS," WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO PHYSICAL CONDITION, INCLUDING WITHOUT LIMITATION ANY LATENT OR PATENT ANOMALIES, CONDITIONS OF SOILS, EXISTENCE OR NONEXISTENCE OF HAZARDOUS SUBSTANCES OR POLLUTANTS, QUALITY OF CONSTRUCTION, WORKMANSHIP, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO THE PHYSICAL MEASUREMENTS OR USABLE SPACE THEREOF, DESIGN, ACCURACY, COMPLETENESS, LOCATION, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATION OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH HAS BEEN OR WILL BE USED IN, THE CLUB OPERATION OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

(ii) Buyer hereby acknowledges that Buyer will have an adequate opportunity to inspect the Purchased Assets to the Buyer's satisfaction and that Seller does not plan to conduct its own inspection and shall not be liable for any latent or patent anomalies in the Purchased Assets.

(iii) Buyer acknowledges that, except as expressly set forth in this Agreement or in the documents to be delivered by Seller to Buyer at Closing, neither Seller nor any representative or agent of Seller has made or will be deemed to have made, any representation or warranty as to any of the following: (aa) the physical or environmental condition (including surface and subsurface conditions), state of repair, income, expenses or operation of the Purchased Assets and surrounding property; (bb) title to the Real Property or the assignability, assumability, transferability or validity of any permits or government approvals relating to the Real Property or the use and operation hereof; (cc) the accuracy or completeness of any information provided by Seller with respect to title, survey, and other matters; (dd) compliance with local, state or federal statutes, ordinances, orders or regulations concerning the Real Property, the Facilities or the use thereof or the Licenses and Permits, or (ee) any matter or thing affecting or relating to the Real Property or the Facilities or this Agreement not expressly stated above.

Section 12.3 MODIFICATIONS

This Agreement shall not be altered or otherwise amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

Section 12.4 ASSIGNMENT

Neither Buyer nor Seller shall have the right to assign or transfer any of their rights and obligations under this Agreement, without the prior written consent of the other. Any purported assignment without the prior written consent of the other party shall be null and void. The provisions of this Paragraph shall survive the Closing of the transactions contemplated by this Agreement.

Section 12.5 BURDEN AND BENEFIT

(a) This Agreement shall be binding upon, and to the extent permitted in this Agreement, shall inure to the benefit of, the parties and their respective successors and permitted assigns.

(b) It is the intent of the parties hereto that no third party beneficiary rights be created or deemed to exist in favor of any person not a party to this Agreement, unless otherwise expressly agreed in writing by the parties.

Section 12.6 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Section 12.7 NOTICES

Whenever any notice, demand, consent, delivery or request is required or permitted hereunder, it shall be in writing and shall be deemed to have been properly given when delivered in fact (a) when deposited in the United States mail, with adequate postage prepaid and sent by registered or certified mail with return receipt requested, or (b) delivered by Federal Express or other nationally recognized overnight courier, or (c) sent by electronic mail transmission to the electronic mail address set forth below, with a copy mailed by overnight courier or (d) at such other addresses as are specified by written notice so given in accordance herewith. All notices and requests required or authorized hereunder shall be delivered as aforesaid to the respective parties hereto as follows:

To Seller:	AV Homes, Inc. Attn: Tony Iorio 2420 S. Lakemont Ave. Suite 450 Orlando FL 32814 Telephone: (407) 933-5000 Email: T.Iorio@avhomesinc.com Attn: Matt Orosz 2420 S. Lakemont Ave, Suite: 450 Orlando, FL 32814 Telephone: (407) 206-9305 Email: M.Orosz@avhomesinc.com
With a copy to:	AV Homes, Inc. Attn: Gary Shullaw, Esquire 8601 N. Scottsdale Rd, Suite 225 Scottsdale AZ 85253 Telephone: (480) 214-7388 Email: G.Shullaw@avhomesinc.com
with a copy to:	GrayRobinson, P.A. Attn: Joseph P. Covelli, Esquire 401 East Jackson Street, Suite 2700 Tampa, Florida 33602 Telephone: (813) 273-5014 Email: Joseph.covelli@gray-robinson.com
To Buyer:	Moyer Management Group, Inc. Attn: Gary Moyer 610 Sycamore Street, Suite 140 Celebration, FL 34747 Telephone: (321) 939-4301 Email: gary@moyer-group.com
with a copy to:	Hopping Green & Sams PA

Attn: Michael Eckert
119 South Monroe Street, Suite 300
Tallahassee, FL 32301
Telephone: (850) 222-7500
Email: MichaelE@hgslaw.com

To Title Agent: First American Title Insurance Company
Attn: Cathy Bartholomew
Harborview Plaza
3031 N. Rocky Point Drive West, Suite 550,
Tampa, FL 33607
Telephone: (813) 498-6064
Email: cbartholomew@firstam.com

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery, notices mailed in accordance with the foregoing shall be deemed given three (3) business days after deposit in the U.S. mail, Certified Mail, Return Receipt Requested. It is expressly understood and agreed to between the parties that counsel for the Buyer and Seller are authorized to give notice on behalf of their respective clients. Any party may change the addresses for notice by delivering such change of address in writing to the other.

Section 12.8 COUNTERPARTS AND FACSIMILE OR ELECTRONIC EXECUTION

This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one Agreement. It shall not be necessary for the same counterpart of this Agreement to be executed by all of the parties hereto in order for this Agreement to be fully binding so long as all of the parties have executed at least one counterpart. Signatures to this Agreement delivered in electronic or facsimile format shall be deemed to be original signatures.

Section 12.9 SEVERABILITY

In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement will not be affected thereby, but each such remaining term and provision will be valid and will remain in full force and effect.

Section 12.10 FURTHER ASSURANCES

In addition the closing documents and other items to be delivered pursuant to an express term of this Agreement, the parties hereby agree to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things which maybe convenient or necessary from time to time to carry out the intentions of this Agreement as required; however, in the event any other transfers, assignments, documents or actions are required which are not the express obligation of a party pursuant to this Agreement, such party shall not be required to make any expenditure of funds to consummate such intentions.

Section 12.11 CAPTION

The captions are for convenience of reference only and shall not be construed as a part of this Agreement.

Section 12.12 BINDING EFFECT

This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

Section 12.13 GENDER

All terms and words used in this Agreement, regardless of the gender in which used, shall be deemed to include any other gender as the context or the use thereof may require.

Section 12.14 INTERPRETATION

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that Seller and Buyer have contributed substantially and materially to the preparation of this Agreement. Wherever used in this Agreement, “any” means “any and all”; and “including” each are without limitation; “indemnify” that the indemnitor, to the extent allowable by law and specifically without waiving any available sovereign immunity protections, will defend, indemnify and hold the indemnitee harmless against any claims, demands, losses or liabilities asserted against or incurred by the indemnitee to any third party because of the subject matter of the indemnity; “may not” and other negative forms of the verb “may” each are prohibitory; and “will”, “must” and “should” each are mandatory.

Unless this Agreement expressly or necessarily requires otherwise (i) any action is at the sole expense of the party required to take it; and (ii) the scope of the indemnity includes any costs and expenses, including reasonable attorneys’ and paralegals’ fees and expert witness fees through all levels of proceedings incurred in defending any indemnified claim, or in enforcing the indemnity, or both.

Except expressly otherwise provided herein to the contrary, any time period provided for herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 P.M. of the next full business day. All time periods shall be based on Eastern Time, State of Florida, U.S.A.

Section 12.15 LIMITATION ON LIABILITY

Obligations and liabilities of Seller and Buyer under this Agreement and any document executed in connection with or pursuant to the terms of this Agreement shall not constitute personal obligations of the officers, directors, employees, agents, trustees, partners, members, representatives, stockholders or other principals or representatives of Seller or Buyer, to the extent such party is an entity. Notwithstanding any provision to the contrary contained in this Agreement or any document executed in connection with or pursuant to the terms of this Agreement, in no event shall Seller be liable for any losses in excess of Ten Million Five Hundred Thousand and No/100 Dollars (\$10,500,000.00) (the “Liability Cap”) as a result of any

obligations or liabilities contained in this Agreement which survives Closing and is discovered by Buyer following Closing; provided, however, that (1) in no event shall Seller have any liability to Buyer for any such losses the extent that insurance proceeds are available to Buyer in connection with such losses and (2) in no event shall the Liability Cap apply to (a) any of Seller's Retained Liabilities, (b) Seller's representations and warranties set forth in Section 6.1, 6.2, 6.6 and 6.7 of this Agreement or (c) any representations or warranties of Seller contained in the closing documents to be delivered by Seller to Buyer at Closing. Notwithstanding the foregoing, in the event that Buyer has actual knowledge of a breach by Seller prior to Closing and elects to Close, Buyer shall be deemed to have waived such breach and Seller shall have no liability for such breach following Closing.

Section 12.16 PUBLICITY

No party to this Agreement shall issue any press release to a newspaper or television station or other media outlet relating to the subject matter of this Agreement without the prior written approval of the other parties to this Agreement, unless necessary to obtain a third party consent to this transaction, unless required by law to accomplish the purpose of this Agreement, which shall include Buyer's right to publicize the sale and issuance of the Bonds, in connection with the applicable trust indenture, continuing disclosure agreement and limited offering memorandum relating thereto and in the ordinary course of the Buyer's operations. Notwithstanding anything contained herein to the contrary, Seller shall be permitted to make any disclosures regarding the transaction contemplated by this Agreement in connection with Seller's Securities and Exchange Commission filings, which Seller reasonably determines are required to be disclosed in connection with such filings.

Section 12.17 ENTIRE AGREEMENT

This Agreement and the exhibits attached hereto contain the entire agreement between the parties relating solely to the Purchased Assets. There are no promises, agreements, conditions, undertaking, warranties or representations, oral or written, express or implied between the parties other than as herein set forth. No waiver of any of the provisions of this Agreement or any other agreement referred to herein shall be valid unless in writing and signed by the party against whom enforcement is sought.

Section 12.18 TIME OF ESSENCE

Time is of the essence in respect to this Agreement.

Section 12.19 VENUE

Buyer and Seller agree that the venue for any matters arising out of or in connection with this Agreement shall only be in the Circuit Court in and for the County of Polk County, State of Florida.

Section 12.20 ATTORNEYS FEES

In connection with any litigation including appellate proceedings arising out of this Agreement, the substantially prevailing party shall be entitled to recover from the losing party, to

the fullest extent permitted by applicable law, its reasonable attorneys' and paralegals' fees and costs and expert witness fees and costs incurred in enforcing its rights and remedies hereunder, including costs of collection prior to instigating litigation, and in all appeals, and bankruptcy proceedings; provided, however, such obligation on the part of the Buyer is subject to and shall not negate or waive any protections or immunities provided to the Buyer under Florida law.

Section 12.21 SURVIVABILITY. The provisions of Sections 3.2 (Collection of Receivables), Article 4 (Closing), Section 5.3 (Buyer's Inspection Rights) and Section 12.4 (Assignment) expressly survive Closing of the transaction contemplated by this Agreement or any termination of this Agreement.

Section 12.22 RADON GAS

Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. Seller represents that it has received no notice and is not otherwise aware of the presence of radon gas at the Property in excess of applicable governmental limitations.

Section 12.23 MOLD/ENERGY-EFFICIENCY

Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional. Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, Florida Statutes.

Section 12.24 EXHIBITS

All of the exhibits hereto referred to in this Agreement are hereby incorporated herein by reference and shall be deemed and construed to be a part of this Agreement for all purposes. During the Inspection Period, Seller and Buyer agree to use good faith, reasonable efforts to make minor modifications and revisions to the exhibits, which the parties deem necessary to reflect the intent of this Agreement; provided, however, that such modifications and revisions do not materially modify the intent of this Agreement. Any exhibits modified or revised pursuant to this Section 12.23 shall be attached to this Agreement prior to the expiration of the Inspection Period and shall be deemed to replace any previous exhibit attached hereto. If, despite using good faith efforts, the parties are not able to agree on the final version of any of the agreements attached as exhibits to this Agreement or other exhibits to this Agreement, each party shall have the option to terminate this Agreement prior to the expiration of the Inspection Period. As of the Effective Date of this Agreement the following Exhibits are attached hereto:

Exhibit A: List of Facilities

Exhibit B: Site Plan

Exhibit C: Legal Description of the Real Property

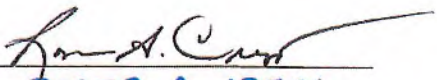
<u>Exhibit D:</u>	Tangible Personal Property
<u>Exhibit E:</u>	Contracts
<u>Exhibit F:</u>	Leases
<u>Exhibit G:</u>	Special Warranty Deed
<u>Exhibit H:</u>	Assignment and Assumption of Contracts & Leases
<u>Exhibit I:</u>	Bill of Sale
<u>Exhibit J:</u>	Reserved
<u>Exhibit K:</u>	Reserved
<u>Exhibit L:</u>	Reserved
<u>Exhibit M:</u>	Assignment and Assumption of Licenses and Permits
<u>Exhibit N:</u>	Reserved
<u>Exhibit O:</u>	Litigation
<u>Exhibit P:</u>	Reserved
<u>Exhibit Q:</u>	Reserved
<u>Exhibit R:</u>	Planned Community Improvements
<u>Exhibit S:</u>	Legal Description of Real Property on which Sales Center is Located
<u>Exhibit T:</u>	License Agreement

IN WITNESS WHEREOF, Seller and Buyer have each caused this Agreement to be duly executed on their respective behalves by their respective duly authorized officers as of the day and year below set forth.

SELLER:

AVATAR PROPERTIES INC.,

a Florida corporation

By: 
Name: ROGER A. GREGG
Title: PRESIDENT

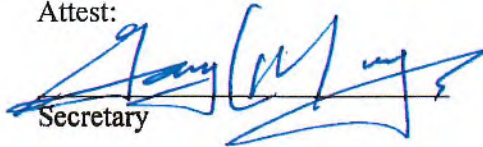
Executed by Seller this 15th day of DEC, 2016.

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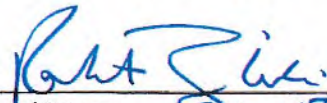
BUYER:

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT**, a special
purpose unit of local government established
pursuant to Chapter 190, Florida Statutes

Attest:


Secretary

By:


Printed Name: Robert Zink
Title: Chairman

Executed by Buyer this 30th day of NOV., 2016.

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EXHIBIT A

LIST OF FACILITIES

1. Riviera Spa & Fitness Center/Indoor Pool & Track;
2. Waterfront Galleries/Café;
3. Mosaics Restaurant & Starlite Ballroom;
4. 65' Bell Tower;
5. Freedom Park;
6. Palms Amenity Complex;
7. Rainbow Lakes #1 Community Pool & Cabana;
8. Rainbow Lakes #2 Community Pool & Cabana;
9. Candlewood Community Pool & Cabana;
10. Capri Community Pool & Cabana;
11. Terra Vista #1 Community Pool & Cabana;
12. Terra Vista #2 Community Pool & Cabana;
13. Flora Vista #1 Community Pool & Cabana;
14. Flora Vista #2 Community Pool & Cabana;
15. Lago Vista Community Pool & Cabana;
16. Venezia Facility/Two (2) Tennis Courts, Community Pool & Cabana; and
17. Bella Viana Pool and Cabana

EXHIBIT B

SITE PLAN



EXHIBIT C

LEGAL DESCRIPTION OF THE LAND

PARCEL 1:

A PORTION OF TRACT C, TRACT LK-B AND VILLAGE DRIVE, SOLIVITA PHASE I, AS RECORDED IN PLAT BOOK 112, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT C; THENCE ALONG THE NORTH LINE OF TRACT C S 72°46'36" E, A DISTANCE OF 15.48 FEET TO THE POINT OF BEGINNING; THENCE N 18°06'13" E, A DISTANCE OF 5.99 FEET TO THE SOUTH BACK OF CURB OF VILLAGE DRIVE, AS IT EXISTS ON MAY 26, 2016; THENCE ALONG SAID BACK OF CURVE LINE THE FOLLOWING THIRTEEN (13) COURSES; THENCE S 72°42'14" E, A DISTANCE OF 14.15 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF S 37°06'28" E, AND A CHORD LENGTH OF 4.65 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°03'10" FOR AN ARC LENGTH OF 4.96 FEET TO THE POINT OF TANGENCY; THENCE S 01°34'54" E, A DISTANCE OF 5.59 FEET; THENCE S 72°37'58" E, A DISTANCE OF 22.70 FEET; THENCE N 36°13'26" E, A DISTANCE OF 4.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF N 71°36'27" E, AND A CHORD LENGTH OF 6.95 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°46'01" FOR AN ARC LENGTH OF 7.41 FEET TO THE POINT OF TANGENCY; THENCE S 73°00'33" E, A DISTANCE OF 35.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF S 35°36'00" E, AND A CHORD LENGTH OF 7.29 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°49'05" FOR AN ARC LENGTH OF 7.83 FEET TO THE POINT OF TANGENCY; THENCE S 01°48'33" W, A DISTANCE OF 3.83 FEET; THENCE S 73°11'04" E, A DISTANCE OF 111.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF N 57°00'02" E, AND A CHORD LENGTH OF 9.16 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 99°28'48" FOR AN ARC LENGTH OF 10.42 FEET TO THE POINT OF TANGENCY; THENCE S 73°15'38" E, A DISTANCE OF 24.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF S 28°30'56" E, AND A CHORD LENGTH OF 8.45 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°29'16" FOR AN ARC LENGTH OF 9.37 FEET TO THE BOUNDARY LINE OF TRACT C; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING SEVENTY-SIX (76) COURSES; S 72°46'36" E, A DISTANCE OF 7.65 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 151.00 FEET, A CHORD BEARING OF S 50°16'35" E, AND A CHORD LENGTH OF 115.57 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'03" FOR AN ARC LENGTH OF 118.60 FEET TO THE POINT OF TANGENCY; THENCE S 27°46'33" E, A DISTANCE OF 78.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 106.40 FEET, A CHORD BEARING OF S 41°31'29" E, AND A CHORD LENGTH OF 50.86 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°29'52" FOR AN ARC LENGTH OF 51.35 FEET TO THE POINT OF TANGENCY; THENCE S 34°43'35" W, A DISTANCE OF 8.00 FEET; THENCE S 55°16'25" E, A DISTANCE OF 43.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 420.00 FEET, A CHORD BEARING OF S 74°56'51" E, AND A CHORD LENGTH OF 282.80 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°20'50" FOR AN ARC LENGTH OF 288.43 FEET TO THE POINT OF TANGENCY; THENCE N 85°22'44" E, A DISTANCE OF 231.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1174.00 FEET, A CHORD BEARING OF N 80°07'57" E, AND A CHORD LENGTH OF 214.70 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A

CENTRAL ANGLE OF 10°29'34" FOR AN ARC LENGTH OF 215.00 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 748.00 FEET, A CHORD BEARING OF N 82°45'09" E, AND A CHORD LENGTH OF 204.75 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°43'58" FOR AN ARC LENGTH OF 205.39 FEET TO THE POINT OF TANGENCY; THENCE S 89°22'52" E, A DISTANCE OF 88.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING OF S 44°49'15" E, AND A CHORD LENGTH OF 49.12 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°07'14" FOR AN ARC LENGTH OF 54.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 11572.61 FEET, A CHORD BEARING OF S 00°38'43" E, AND A CHORD LENGTH OF 155.41 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°46'10" FOR AN ARC LENGTH OF 155.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2512.00 FEET, A CHORD BEARING OF S 01°17'16" W, AND A CHORD LENGTH OF 203.17 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°38'07" FOR AN ARC LENGTH OF 203.22 FEET TO THE POINT OF TANGENCY; THENCE N 86°13'25" W, A DISTANCE OF 41.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 71.09 FEET, A CHORD BEARING OF N 18°29'23" W, AND A CHORD LENGTH OF 32.76 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°38'34" FOR AN ARC LENGTH OF 33.06 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF N 39°19'51" W, AND A CHORD LENGTH OF 13.09 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°02'21" FOR AN ARC LENGTH OF 13.12 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 84.02 FEET, A CHORD BEARING OF N 81°05'39" W, AND A CHORD LENGTH OF 94.56 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°29'15" FOR AN ARC LENGTH OF 100.44 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 134.63 FEET, A CHORD BEARING OF S 25°49'12" W, AND A CHORD LENGTH OF 168.88 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°41'03" FOR AN ARC LENGTH OF 182.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 80.79 FEET, A CHORD BEARING OF S 20°58'14" W, AND A CHORD LENGTH OF 84.29 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°53'20" FOR AN ARC LENGTH OF 88.68 FEET TO THE POINT OF TANGENCY; THENCE S 55°59'35" W, A DISTANCE OF 37.68 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 69.78 FEET, A CHORD BEARING OF S 25°17'47" W, AND A CHORD LENGTH OF 73.24 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°18'31" FOR AN ARC LENGTH OF 77.10 FEET TO THE POINT OF TANGENCY; THENCE S 07°59'37" E, A DISTANCE OF 164.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING OF S 25°03'16" E, AND A CHORD LENGTH OF 29.34 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°07'24" FOR AN ARC LENGTH OF 29.78 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 101.38 FEET, A CHORD BEARING OF S 17°55'27" E, AND A CHORD LENGTH OF 82.94 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°17'28" FOR AN ARC LENGTH OF 85.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 294.00 FEET, A CHORD BEARING OF S 08°03'43" E, AND A CHORD LENGTH OF 122.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°56'59" FOR AN ARC LENGTH OF 122.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 69.00 FEET, A CHORD BEARING OF S 40°51'50" E, AND A CHORD LENGTH OF 49.07 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°39'29" FOR AN ARC LENGTH OF 50.17 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 8.00 FEET, A CHORD BEARING OF S 25°23'05" E, AND A CHORD LENGTH OF 9.47 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°34'49" FOR AN ARC LENGTH OF 10.13 FEET TO THE POINT OF TANGENCY; THENCE S 10°55'18" W, A DISTANCE OF 9.30 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 25.49 FEET, A CHORD

BEARING OF S 34°04'42" E, AND A CHORD LENGTH OF 36.05 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 40.04 FEET TO THE POINT OF TANGENCY; THENCE S 79°04'42" E, A DISTANCE OF 19.26 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.49 FEET, A CHORD BEARING OF N 55°55'18" E, AND A CHORD LENGTH OF 36.05 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 40.04 FEET TO THE POINT OF TANGENCY; THENCE N 10°55'18" E, A DISTANCE OF 9.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 8.00 FEET, A CHORD BEARING OF N 46°03'38" E, AND A CHORD LENGTH OF 9.21 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°16'40" FOR AN ARC LENGTH OF 9.81 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 58.00 FEET, A CHORD BEARING OF N 43°40'11" E, AND A CHORD LENGTH OF 70.66 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°03'35" FOR AN ARC LENGTH OF 75.98 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 139.00 FEET, A CHORD BEARING OF N 03°13'17" W, AND A CHORD LENGTH OF 45.22 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°43'20" FOR AN ARC LENGTH OF 45.42 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 459.00 FEET, A CHORD BEARING OF N 07°45'42" W, AND A CHORD LENGTH OF 77.15 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°38'30" FOR AN ARC LENGTH OF 77.24 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 459.00 FEET, A CHORD BEARING OF N 04°45'55" E, AND A CHORD LENGTH OF 123.10 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°24'44" FOR AN ARC LENGTH OF 123.47 FEET TO THE POINT OF TANGENCY; THENCE N 09°22'10" E, A DISTANCE OF 179.55 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF N 04°51'48" W, AND A CHORD LENGTH OF 48.04 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°47'48" FOR AN ARC LENGTH OF 48.51 FEET TO THE POINT OF TANGENCY; THENCE N 18°45'47" W, A DISTANCE OF 46.28 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 98.65 FEET, A CHORD BEARING OF N 05°25'46" E, AND A CHORD LENGTH OF 76.05 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°20'38" FOR AN ARC LENGTH OF 78.07 FEET TO THE POINT OF TANGENCY; THENCE N 37°40'51" E, A DISTANCE OF 22.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 71.09 FEET, A CHORD BEARING OF N 20°17'23" E, AND A CHORD LENGTH OF 32.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°40'49" FOR AN ARC LENGTH OF 33.10 FEET; THENCE S 86°13'25" E, A DISTANCE OF 41.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2512.00 FEET, A CHORD BEARING OF S 08°04'57" W, AND A CHORD LENGTH OF 362.28 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°16'13" FOR AN ARC LENGTH OF 362.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 615.87 FEET, A CHORD BEARING OF S 05°00'06" W, AND A CHORD LENGTH OF 154.72 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'56" FOR AN ARC LENGTH OF 155.13 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 615.87 FEET, A CHORD BEARING OF S 16°02'52" E, AND A CHORD LENGTH OF 294.50 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°39'59" FOR AN ARC LENGTH OF 297.38 FEET TO THE POINT OF TANGENCY; THENCE S 29°52'51" E, A DISTANCE OF 240.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1383.00 FEET, A CHORD BEARING OF S 29°32'12" E, AND A CHORD LENGTH OF 16.61 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°41'18" FOR AN ARC LENGTH OF 16.61 FEET; THENCE N 50°09'34" W, A DISTANCE OF 42.99 FEET; THENCE N 50°09'34" W, A DISTANCE OF 83.32 FEET; THENCE N 41°29'57" W, A DISTANCE OF 64.75 FEET; THENCE N 51°19'59" W, A DISTANCE OF 67.92 FEET; THENCE N 50°12'11" W, A DISTANCE OF 72.10 FEET; THENCE N 11°20'58" W, A DISTANCE OF 33.90 FEET; THENCE N 64°44'04" W, A DISTANCE OF 46.63 FEET; THENCE N 75°01'19" W, A DISTANCE OF 51.56 FEET; THENCE N 62°28'18" W, A DISTANCE OF 55.60 FEET; THENCE N 39°53'09" W, A DISTANCE OF 58.26 FEET; THENCE N 04°50'55" W, A DISTANCE OF 48.23 FEET; THENCE N

23°27'39" W, A DISTANCE OF 86.87 FEET; THENCE N 39°42'55" E, A DISTANCE OF 51.60 FEET; THENCE N 29°00'01" W, A DISTANCE OF 64.13 FEET; THENCE S 42°49'28" W, A DISTANCE OF 54.60 FEET; THENCE N 71°22'57" W, A DISTANCE OF 64.27 FEET; THENCE S 17°17'32" E, A DISTANCE OF 56.36 FEET; THENCE S 17°17'32" E, A DISTANCE OF 16.44 FEET; THENCE N 63°30'46" W, A DISTANCE OF 371.35 FEET; THENCE S 84°18'05" W, A DISTANCE OF 94.49 FEET; THENCE N 46°10'03" W, A DISTANCE OF 745.80 FEET; THENCE N 44°18'11" W, A DISTANCE OF 34.66 FEET; THENCE N 32°55'06" W, A DISTANCE OF 150.92 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 116.47 FEET, A CHORD BEARING OF N 30°07'16" E, AND A CHORD LENGTH OF 85.37 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°59'53" FOR AN ARC LENGTH OF 87.40 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 97.66 FEET, A CHORD BEARING OF N 14°31'12" W, AND A CHORD LENGTH OF 76.76 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°17'02" FOR AN ARC LENGTH OF 78.89 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 114.50 FEET, A CHORD BEARING OF N 23°42'52" W, AND A CHORD LENGTH OF 55.20 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°53'42" FOR AN ARC LENGTH OF 55.75 FEET TO THE POINT OF TANGENCY; THENCE LEAVING THE SAID BOUNDARY LINE OF TRACT C N 09°46'01" W, A DISTANCE OF 105.48 FEET; THENCE N 14°17'23" E, A DISTANCE OF 75.77 FEET; THENCE N 18°06'13" E, A DISTANCE OF 17.72 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

A PORTION OF TRACT C, SOLIVITA PHASE I, AS RECORDED IN PLAT BOOK 112, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT C; THENCE N 89°22'52" W, A DISTANCE OF 88.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 748.00 FEET, A CHORD BEARING OF S 82°45'09" W, AND A CHORD LENGTH OF 204.75 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°43'58" FOR AN ARC LENGTH OF 205.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1174.00 FEET, A CHORD BEARING OF S 80°07'57" W, AND A CHORD LENGTH OF 214.70 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°29'34" FOR AN ARC LENGTH OF 215.00 FEET TO THE POINT OF TANGENCY; THENCE S 85°22'44" W, A DISTANCE OF 231.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 420.00 FEET, A CHORD BEARING OF N 74°56'51" W, AND A CHORD LENGTH OF 282.80 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°20'50" FOR AN ARC LENGTH OF 288.43 FEET TO THE POINT OF BEGINNING; THENCE S 38°46'25" W, A DISTANCE OF 109.75 FEET; THENCE S 36°25'53" W, A DISTANCE OF 79.94 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF N 50°39'19" W, AND A CHORD LENGTH OF 15.64 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°58'09" FOR AN ARC LENGTH OF 15.65 FEET TO THE POINT OF TANGENCY; THENCE N 46°10'15" W, A DISTANCE OF 47.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 140.00 FEET, A CHORD BEARING OF N 36°57'31" W, AND A CHORD LENGTH OF 44.82 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°25'27" FOR AN ARC LENGTH OF 45.02 FEET TO THE POINT OF TANGENCY; THENCE N 27°44'48" W, A DISTANCE OF 72.02 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF N 05°10'28" W, AND A CHORD LENGTH OF 46.06 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°08'40" FOR AN ARC LENGTH OF 47.28 FEET TO THE POINT OF TANGENCY; THENCE N 17°23'52" E, A DISTANCE OF 155.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N 43°16'11" E, AND A CHORD LENGTH OF 21.82 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 51°44'36" FOR

AN ARC LENGTH OF 22.58 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 151.00 FEET, A CHORD BEARING OF S 45°04'45" E, AND A CHORD LENGTH OF 89.82 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°36'24" FOR AN ARC LENGTH OF 91.20 FEET TO THE POINT OF TANGENCY; THENCE S 27°46'33" E, A DISTANCE OF 78.82 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 107.00 FEET, A CHORD BEARING OF S 41°31'29" E, AND A CHORD LENGTH OF 50.86 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°29'52" FOR AN ARC LENGTH OF 51.35 FEET TO THE POINT OF TANGENCY; THENCE S 34°43'35" W, A DISTANCE OF 8.00 FEET; THENCE S 55°16'25" E, A DISTANCE OF 43.94 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT D, TRACT E AND VILLAGE DRIVE, SOLIVITA PHASE I, AS RECORDED IN PLAT BOOK 112, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT E; THENCE S 72°46'36" E, ALONG THE SOUTH LINE OF TRACT E A DISTANCE OF 13.99 FEET TO THE POINT OF BEGINNING; THENCE N 18°06'13" E, A DISTANCE OF 44.22 FEET; THENCE S 72°46'36" E, A DISTANCE OF 21.93 FEET; THENCE N 18°06'13" E, A DISTANCE OF 43.52 FEET; THENCE S 72°46'36" E, A DISTANCE OF 74.73 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 68.91 FEET, A CHORD BEARING OF N 70°19'22" E, AND A CHORD LENGTH OF 61.86 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°20'04" FOR AN ARC LENGTH OF 64.15 FEET TO THE POINT OF TANGENCY; THENCE S 83°00'35" E, A DISTANCE OF 83.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A CHORD BEARING OF S 52°00'25" E, AND A CHORD LENGTH OF 113.32 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 62°00'21" FOR AN ARC LENGTH OF 119.04 FEET TO A POINT BEING ON THE BACK OF CURB LINE EXTENDED OF A CURB ON THE NORTH SIDE OF A PARKING AREA; THENCE LEAVING SAID CURVE RUN ALONG SAID BACK OF CURB AS EXISTING MAY 26, 2016 THE FOLLOWING FIVE (5) COURSES; S 62°06'30" W, A DISTANCE OF 85.43 FEET; THENCE S 27°12'43" E, A DISTANCE OF 13.54 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF S 17°35'49" W, AND A CHORD LENGTH OF 5.64 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°37'03" FOR AN ARC LENGTH OF 6.26 FEET TO THE POINT OF TANGENCY, THENCE S 62°24'20" W, A DISTANCE OF 38.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 6.00 FEET, A CHORD BEARING OF S 84°45'42" W, AND A CHORD LENGTH OF 4.56 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°42'42" FOR AN ARC LENGTH OF 4.68 FEET TO THE POINT OF TANGENCY, SAID POINT BEING ON THE BACK OF CURB LINE ON THE VILLAGE DRIVE, AS BUILT IN MAY, 2016; THENCE ALONG SAID BACK OF CURB LINE THE FOLLOWING SEVEN (7) COURSES; N 72°52'57" W, A DISTANCE OF 92.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF N 35°25'40" W, AND A CHORD LENGTH OF 4.87 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°54'34" FOR AN ARC LENGTH OF 5.23 FEET TO THE POINT OF TANGENCY; THENCE N 02°01'36" E, A DISTANCE OF 5.55 FEET; THENCE N 72°42'40" W, A DISTANCE OF 88.83 FEET; THENCE S 30°24'55" W, A DISTANCE OF 4.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF S 68°51'53" W, AND A CHORD LENGTH OF 4.97 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°53'56" FOR AN ARC LENGTH OF 5.37 FEET TO THE POINT OF TANGENCY THENCE N 72°41'09" W, A DISTANCE OF 61.66 FEET; THENCE N 18°06'13" E, A DISTANCE OF 4.49 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT M TRACT LK-B AND VILLAGE DRIVE, SOLIVITA PHASE I, AS RECORDED IN PLAT BOOK 112, PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT M; THENCE ALONG THE NORTH LINE OF TRACT M N 72°46'36" W, A DISTANCE OF 16.96 FEET TO THE POINT OF BEGINNING; THENCE S 17°22'52" W, A DISTANCE OF 20.25 FEET; THENCE S 72°51'52" W, A DISTANCE OF 62.84 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF S 35°06'05" W, AND A CHORD LENGTH OF 73.49 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°31'35" FOR AN ARC LENGTH OF 79.09 FEET TO THE POINT OF TANGENCY; THENCE S 02°39'43" E, A DISTANCE OF 26.17 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 65.00 FEET, A CHORD BEARING OF S 54°09'16" W, AND A CHORD LENGTH OF 108.80 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113°37'58" FOR AN ARC LENGTH OF 128.91 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 55.00 FEET, A CHORD BEARING OF S 85°55'10" W, AND A CHORD LENGTH OF 46.58 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°06'11" FOR AN ARC LENGTH OF 48.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF S 77°38'22" W, AND A CHORD LENGTH OF 25.97 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°32'36" FOR AN ARC LENGTH OF 26.34 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CHORD BEARING OF N 57°52'23" W, AND A CHORD LENGTH OF 93.02 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°25'55" FOR AN ARC LENGTH OF 96.75 FEET TO THE POINT OF TANGENCY; THENCE N 30°09'26" W, A DISTANCE OF 30.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 52.99 FEET, A CHORD BEARING OF N 44°48'32" W, AND A CHORD LENGTH OF 26.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°18'13" FOR AN ARC LENGTH OF 27.10 FEET; THENCE N 17°10'24" E, A DISTANCE OF 9.78 FEET TO THE NORTH BOUNDARY LINE OF TRACT LK- B; THENCE LEAVING SAID LINE N 17°10'24" E, A DISTANCE OF 206.11 FEET TO THE SOUTH BACK OF CURB LINE OF VILLAGE DRIVE AS IT EXISTS ON MAY 26, 2016, PER THE AFORESAID PLAT OF SOLIVITA PHASE I THENCE ALONG SAID BACK OF CURVE LINE THE FOLLOWING THIRTEEN (13) COURSES; S 72°49'23" E, A DISTANCE OF 150.96 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3.00 FEET, A CHORD BEARING OF S 35°15'21" E, AND A CHORD LENGTH OF 3.66 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75°08'06" FOR AN ARC LENGTH OF 3.93 FEET TO THE POINT OF TANGENCY; THENCE S 02°18'42" W, A DISTANCE OF 5.89 FEET; THENCE S 72°54'12" E, A DISTANCE OF 68.18 FEET; THENCE N 31°44'38" E, A DISTANCE OF 5.48 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3.00 FEET, A CHORD BEARING OF N 69°09'17" E, AND A CHORD LENGTH OF 3.65 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°49'18" FOR AN ARC LENGTH OF 3.92 FEET TO THE POINT OF TANGENCY; THENCE S 73°26'04" E, A DISTANCE OF 12.20 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF S 34°12'19" E, AND A CHORD LENGTH OF 5.06 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°27'30" FOR AN ARC LENGTH OF 5.48 FEET TO THE POINT OF TANGENCY, THENCE S 05°01'26" W, A DISTANCE OF 4.78 FEET; THENCE S 72°31'24" E, A DISTANCE OF 67.43 FEET; THENCE N 29°14'38" E, A DISTANCE OF 5.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4.00 FEET, A CHORD BEARING OF N 68°16'12" E, AND A CHORD LENGTH OF 5.04 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 78°03'08" FOR AN ARC LENGTH OF 5.45 FEET TO THE POINT OF TANGENCY; THENCE S 72°42'14" E, A DISTANCE OF 15.73 FEET; THENCE LEAVING THE BACK OF CURB LINE S 17°22'52" W, A DISTANCE OF 6.06 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH TRACT AC-4

PARCEL 2:

TRACT A-1, SOLIVITA PHASE 7G-1, PLAT BOOK 143, PAGES 13-15, POLK COUNTY, FLORIDA.

PARCEL 3:

TRACT H, SOLIVITA PHASE 1, PLAT BOOK 112, PAGES 1-14, POLK COUNTY, FLORIDA.

PARCEL 4:

TRACT L, SOLIVITA PHASE I, PLAT BOOK 112, PAGES 1-14, POLK COUNTY, FLORIDA.

PARCEL 5:

TRACT A, SOLIVITA PHASE IVB, PLAT BOOK 121, PAGES 2-6, POLK COUNTY, FLORIDA.

LESS AND EXCEPT:

BEGIN AT THE NORTHWEST CORNER OF TRACT A, SOLIVITA PHASE IVB, AS RECORDED IN PLAT BOOK 121, PAGES 2 THROUGH 6 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 73.00 FEET, A CHORD BEARING OF S 71°48'40" E AND A CHORD DISTANCE OF 39.47 FEET; THENCE ALONG SAID CURVE, ALSO BEING THE RIGHT OF WAY LINE OF VINEYARD WAY PER SAID PLAT, THROUGH A CENTRAL ANGLE OF 31°22'12" FOR AN ARC DISTANCE OF 39.97 FEET; THENCE LEAVING SAID CURVE AND SAID RIGHT OF WAY LINE S 01°20'51" E A DISTANCE OF 30.97 FEET, THENCE N 89°40'06" W A DISTANCE OF 38.48 FEET TO THE WEST LINE OF SAID TRACT A; THENCE ALONG THE WEST LINE N 00°19'54" E A DISTANCE OF 43.06 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

COMMENCE AT THE NORTHWEST CORNER OF TRACT A, SOLIVITA PHASE IVB, AS RECORDED IN PLAT BOOK 121, PAGES 2 THROUGH 6 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 73.00 FEET, A CHORD BEARING OF S 67°45'29" E AND A CHORD DISTANCE OF 49.31 FEET; THENCE ALONG SAID CURVE ALSO BEING THE RIGHT OF WAY LINE OF VINEYARD WAY PER SAID PLAT, THROUGH A CENTRAL ANGLE OF 39°28'35" FOR AN ARC DISTANCE OF 50.30 FEET; TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 73.00 FEET, A CHORD BEARING OF S 37°23'14" E AND A CHORD DISTANCE OF 28.94 FEET; THENCE ALONG SAID CURVE ALSO BEING THE RIGHT OF WAY LINE OF VINEYARD WAY PER SAID PLAT THROUGH A CENTRAL ANGLE OF 21°15'56" FOR AN ARC DISTANCE OF 27.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 177.00 FEET A CHORD BEARING OF S 22°37'44"E AND A CHORD DISTANCE OF 25.47 FEET; THENCE ALONG SAID CURVE ALSO BEING THE RIGHT OF WAY LINE OF VINEYARD WAY PER SAID PLAT THROUGH A CENTRAL ANGLE OF 08°15'04" FOR AN ARC DISTANCE OF 25.49 FEET TO THE CUSP OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 28.95.00 FEET A CHORD BEARING OF N 30°12'59" W AND A CHORD DISTANCE OF 51.97 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 127°41'59" FOR AN ARC DISTANCE OF 64.52 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

TRACT A, SOLIVITA PHASE 2A, PLAT BOOK 115, PAGES 9-11, POLK COUNTY, FLORIDA.

PARCEL 7:

TRACT A, SOLIVITA PHASE 2C, PLAT BOOK 118, PAGES 12-16, POLK COUNTY, FLORIDA.

PARCEL 8:

TRACT A, SOLIVITA PHASE 2D, PLAT BOOK 118, PAGES 17-20, POLK COUNTY, FLORIDA.

PARCEL 9:

TRACT A, SOLIVITA PHASE IVC SECTION 1, PLAT BOOK 124, PAGES 15-18, POLK COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT LD-8, SOLIVITA PHASE IVC SECTION 2, PLAT BOOK 124, PAGES 33-38, POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT LD-8; THENCE ALONG THE WEST LINE OF TRACT LD-8 N 07°34'03" W, A DISTANCE OF 17.36 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE WEST LINE OF TRACT LD-8 N 07°34'03" W, A DISTANCE OF 20.31 FEET, THENCE LEAVING THE WEST LINE OF TRACT LD-8 N 82°25'57" E, A DISTANCE OF 16.55 FEET, S 07°34'03" E. A DISTANCE OF 20.31 FEET; THENCE S 82°25'57" W. A DISTANCE OF 16.55 FEET THE POINT OF BEGINNING.

PARCEL 10:

TRACT B, SOLIVITA PHASE IVC SECTION 2, PLAT BOOK 124, PAGES 33-38, POLK COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF TRACT C-A, SOLIVITA PHASE IVC SECTION 2, PLAT BOOK 124, PAGES 33-38, POLK COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT B, SOLIVITA PHASE IVC SECTION 2, PLAT BOOK 124, PAGES 33-38, POLK COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF TRACT B RUN S 81°26'56" W A DISTANCE OF 16.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING THE SOUTH LINE OF TRACT B RUN S 08°33'43" E A DISTANCE OF 17.66 FEET; THENCE S 86°13'58" W A DISTANCE OF 21.49 FEET; THENCE N 08°33'04" W, A DISTANCE OF 15.87 FEET TO THE SAID SOUTH LINE OF TRACT B; THENCE ALONG THE SOUTH LINE OF TRACT B RUN N 81°26'56" E, A DISTANCE OF 21.42 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

TRACT R-1, SOLIVITA PHASE 1E, PLAT BOOK 128, PAGES 27-30, POLK COUNTY, FLORIDA.

PARCEL 12:

TRACTS A AND B, SOLIVITA PHASE IIIA, PLAT BOOK 127, PAGES 10-13, POLK COUNTY, FLORIDA.

PARCEL 13:

TRACT G-2, SOLIVITA PHASE VIA, PLAT BOOK 131, PAGES 30-35, POLK COUNTY, FLORIDA.

PARCEL 14:

TRACT FD-2 OF THE PLAT OF SOLIVITA PHASE 5B AS CURRENTLY PROPOSED AS OF MAY 25, 2016; BEING A PORTION OF POINCIANA NEIGHBORHOOD 1 EAST VILLAGE 4, AS RECORDED IN PLAT BOOK 56, PAGES 25 THROUGH 31 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SOLIVITA PHASE 5F, AS RECORDED IN PLAT BOOK 157, PAGES 33 THROUGH 47 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SOLIVITA PHASE 5F RUN S 02°51'55" W A DISTANCE OF 10.00 FEET TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE OF VILLAGE CENTER ROAD, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 805.00 FEET, A CHORD BEARING OF S 82°37'59" W, AND A CHORD LENGTH OF 285.99 FEET; THENCE ALONG THE NORTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: RUN ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°27'51" FOR AN ARC LENGTH OF 287.52 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 791.00 FEET, A CHORD BEARING OF S 82°30'03" W, AND A CHORD LENGTH OF 277.42 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°11'58" FOR AN ARC LENGTH OF 278.87 FEET TO THE POINT OF TANGENCY, THENCE S 02°36'02" W A DISTANCE OF 55.03 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH RIGHT OF WAY LINE THE FOLLOWING TWO COURSES: RUN N 87°23'58" W, A DISTANCE OF 518.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 415.00 FEET, A CHORD BEARING OF N 72°16'15" W, AND A CHORD LENGTH OF 216.62 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°15'26" FOR AN ARC LENGTH OF 219.16 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING OF N 09°20'48" W AND A CHORD LENGTH OF 31.11 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 95°35'30" FOR AN ARCH LENGTH OF 35.04 FEET TO THE POINT OF TANGENCY, THENCE N 38°26'57" E, A DISTANCE OF 251.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 600.00 FEET, A CHORD BEARING OF N 34°06'43" E AND A CHORD LENGTH OF 90.75 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°40'29" FOR AN ARCH LENGTH OF 90.84 FEET TO THE POINT OF TANGENCY, THENCE S 63°15'31" E, A DISTANCE OF 115.14 FEET, THENCE S 83°26'12" A DISTANCE OF 355.67 FEET; THENCE N 90°00'00" E, A DISTANCE OF 64.45 FEET; THENCE S 00°00'00" W, A DISTANCE OF 10.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 250.00 FEET, A CHORD BEARING OF S 07°39'15" E, AND A CHORD LENGTH OF 66.60 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°18'29" FOR AN ARCH LENGTH OF 66.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 479.00 FEET, A CHORD BEARING OF S 06°21'14" E, AND A CHORD LENGTH OF 149.11 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°54'31" FOR AN ARC LENGTH OF 149.72 FEET TO THE POINT OF TANGENCY, THENCE S 02°36'02" W, A DISTANCE OF 55.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 21.00 FEET, A CHORD BEARING OF S 47°36'02" W, AND A CHORD LENGTH OF 29.70 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR AN ARC LENGTH OF 32.99 FEET TO THE POINT OF BEGINNING.

EXHIBIT D
TANGIBLE PERSONAL PROPERTY

See attached

Solivita Inventory May, 2016

Mediterranean Skyline - Aegean			
Item	Type	Specifics	Number on Site
Card Tables	Black	38" X 38"	11
Card Tables	Black	34" X 34"	1
Card Tables	Blue/Gray	33.5" X 33.5"	10
Poker Tables	Hexagon, Wooden w/ Leather Top	52.5" X 52.5	4
Poker Table Covers	Black	52.5" X 52.5"	4
Poker Table	Round, Wooden w/ Green Felt	54" X 54"	2
Easels	Quartet Folding, Black	27" X 34"	1
Trash Can	Continental Brand, Tan	28.5"H X 20"W	2
Chairs	Card Chairs/Red & Gold		41
Picture	Palm Tree, Matted	32" X 37"	1
Picture	Flower, Matted	31" X 42"	1
Picture	Iris, Matted	23" X 27"	2
Picture	Green Garden, Matted	31" X 42"	1
Picture	Floral, Matted	35" X 35"	1
Picture	Palm Frons, Matted	35" X 35"	1
Picture	Walkway, Matted	31.25 X 31.25	1
Wall Clock		14"	1
Mediterranean Skyline - Baltic			
Item	Type	Specifics	Number on Site
Picture	Playing Dominoes	17" X 24"	1
Picture	Green Garden, Matted	31" X 42"	1
Picture	Palm Frons, Matted	35" X 35"	1
Picture	Canal, Matted	42" X 31"	1
Trash Can	Continental Brand, Tan	28.5"H X 20"W	2
TV	Tube, Toshiba w/ Remote	28"	1
VCR/DVD Player	Magnavox, w/ Remote		1
TV Cart	Rolling, Quartet	44" X 33"	1
Mediterranean Skyline - Caspian			
Item	Type	Specifics	Number on Site
Card Table	Wood Top	36" X 36"	10
Card Chairs	Red/Gold Design		43
Garbage Cans			11
Picture	Boat, Matted	42.5 X 25.5	1
Picture	Canal, Matted	42" X 31"	1
Clock	Rooster	11"	1
Projector Screen	Vutec	96" H X 120"W	1

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Mediterranean Skyline - Closet			
Item	Type	Specifics	Number on Site
Empty Christmas Boxes			20
Projector	Bretford	62"W	1
Bins	Rubbermaid		approx. 50
Bin	Pool Inflatable		1
Bins	Cardboard		12
Bins	Floral		7
Bins	Flag & Bunting		3
Bins	Fall Festival		3
Bins	Themed		16
Bingo Spinner			1
Disco Ball	Cardboard		1
Chair	Red/Gold Design		1
Celebrity Cutouts			4
Tiki Umbrellas	Grass		7
Wooden Plank w/ Solivita Logo			1
Cardboard Surfboards			3
Astroturf			1 Box
Astroturf			2 Rolls
Hay/Strawball	9" X 8" X 20"		2
Banners			1 Bin
Poker Tables	Hexagon, Wooden w/ Leather Top	52.5" X 52.5	2
Yard Signs	Large		5
Yard Signs	1/2 Size		23
Scarecrows			4
Fall Décor			1 Bin
Apple Baskets	Round		50
Fluorescent Light Bulbs	Sylvania		13
Baskets	Wicker	Misc.	3
Fencing	Orange		2 Rolls
Lantern Pots			10
Dad's Dad Guitars			2
Branches			5 Bins
Eifel Tower w/ Lights		9' Tall w/ 27" Bottom	1
Projector	Pro Extra Infocus X Sanyo		1
Cabinet	Gray, 5 door with 4 shelves		1
Curtains	Jeweled		1 Bin
TV	Tube, Toshiba w/ Remote	32"	1

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DVD Player			1
Cart	Rolling	54"	1
Remote	Sony		1
TV	Flat screen, Sharp, w/ Remote	52"	1
VCR/DVD Player	Magnum w/ Remote		1
DVD Player	Phillips HDMI w/ Remote		1
Flat screen Mount Card		66"	1
Guitar	Plastic	Large	1

Mediterranean Skyline - Hallway

Item	Type	Specifics	Number on Site
Bulletin Board	1 Fabric and 3 Cork	3'H X 4'W	4
Bulletin Board	Fabric	3'H X 2'W	2

Mediterranean Skyline - Employees Only Room

Item	Type	Specifics	Number on Site
Desk	Gray Top, 3 Drawers	66 X 38 X 29.5	1
Stage Skirts	Storage Bin Full		1 Bin

Mediterranean Skyline - Small Storage Room

Item	Type	Specifics	Number on Site
Ballroom Chair Dolly			1
Yarn Bins			4
Storage Cabinets	Metal	26 X 15 X 23	4
File Cabinet	2 Drawer	26 X 15 X 23	1
Poker Chips/Card Sets			6
Card Table	Gray	33.5" X 33.5"	1
Poker Chips in Bin	Lot of extra chips		1
Misc. Puzzles			21
Easel	Painting		1
Cabinet	Wood, locking, 2 Door	44" X 44"	1
Board Game Tables			3
Picture	Dining Table, Matted	48" X 39.5"	1
Picture	Cottage, Matted	48" X 39.5"	1
Mahjong Set in Case			9
Scrabble Sets			3
Mahjong Tiles in Bin	Extra Tiles		1
CD Radio	Emerson		1
Plastic ware			2 Bins
Cabinet	Gray	6' X 3'	1
Poker Table Tops	Runner	82" X 40"	3

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Solivita Inventory May, 2016

Lifestyles Office			
Item	Type	Specifics	Number on Site
Microwave	Rival 700 Watt		1
Bulletin Board	46" X 35"		2
Clock			1
TV	Westinghouse 32"		1
Picture	Lighthouse, Matted, Framed	34" X 24"	1
Dry Erase Board		34" X 36"	1
Credenza	2 Doors & 6 Drawers	69"	3
Desk	6 Drawers	72"	2
Desk Chairs	Leather		6
Desk	5 Drawers	66"	1
Bookcase	4 Shelves, 2 Doors	72"H X 29"W	1
Lateral File Cabinet	4 Drawers		4
Apple Credit Card Ipad	Square		1
Credit Card Receipt Printer	Star		1
Cash Register			1
Card Table			1
Ballroom Chair			1
Desk	4 Drawers	49"	1
Bookcase	3 Shelves	40"H X 36"W	1
Cabinet	2 Drawers	31"H X 36"W	1
Sofa Table	With Bottom Shelf	36"H	1
Chair/Floor Mats			5
Crate	Storage, Black		1
Copy Machine	Richo-Aficia		1
Laminator	Fellowes		1
Computer Monitors	HP	20"	6
Computer Keyboards	HP		4
Computer Mouse			6
Computer Monitor Stands	With 1 Drawer		6
Computer Terminals/Towers	HP		6
Chairs	Desk-side		8
Table			1
Phones	Aastra Multi-Line		6
Computer Monitor		18"	1
Computer Monitor		20"	2
Waste Basket	Small		5

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Waste Basket	Large		3
Lifestyles Office Bathroom			
Item	Type	Specifics	Number on Site
Artificial Plant	Small		1
Decorative Bins			12
Screens			2
Dry Erase Boards	Portable		2
Door Mirror	Large		1
Lifestyles Office Hallway			
Item	Type	Specifics	Number on Site
Picture	Flowers, Matted, Framed	33" X 27"	1
Artificial Plant	Tall		1
Desk	2 Drawer	70"	1
Office Chair	Fabric		1
Lifestyles Office Small Back Office			
Item	Type	Specifics	Number on Site
Computer Monitor	16"		1
Computer Keyboards			2
Computer Mouse			2
DVD/Music Players			5
Battery Backup Surge Protector			1
Speaker		26" X 30"	1
Lifestyles Office Small Open Office			
Item	Type	Specifics	Number on Site
Trash Cans	Large		2
Trash Can	Xlarge		1
Handicap Ramp			2
Decorative Bin			1
Picture Frames		28" X 40"	2
Lifestyles Office Jana's Office			
Item	Type	Specifics	Number on Site
Tables		6'	2
Chairs			4
Office Chair	Fabric		1
Decorative Bin			1
Decorative Tote	Large		1
Bulletin Board		36" X 48"	1
Bookcase	4 Shelves	72" X 36"	1
Table	2 Drawers	59"	1
Desk	3 Drawers	48"	1

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Desk	2 Drawers	80"	1
Computer Keyboards	HP		1
Computer Monitors	HP	19"	2
Computer Monitor Stands			2
Artificial Plant			2
Picture	Sailboat, Matted, Framed	18" X 43"	1
Lifestyles Office Sheri's Office			
Item	Type	Specifics	Number on Site
Dry Erase Board		48" X 35"	1
Credenza	6 Drawers, 2 Doors	72"	1
Safe	Century		1
Solivita Map Pictures		50" X 37"	1
Desk	2 Drawers	72"	1
Desk	2 Drawers	46"	1
Trash Can	Small		1
Trash Can	Large		1
Computer Monitor	Dell	27"	1
Computer Keyboard	Microsoft		1
File Cabinet	12 Drawer (3 sections with 4 drawers each)		1
Utility Cart		500#	1
Utility Cart		727#	1
AV Equipment			

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Solivita Inventory May, 2016

Library			
Item	Type	Specifics	Number on Site
Bookcase	Wood	6 Shelf - 3'W X 6'H X 10"D	12
Waste Basket		16" H	2
Tables	Round, Wood	4' Diameter	2
Tables	Round, Wood	2' Diameter	2
Chairs	Wood/Metal	Standard	8
Lounge Chair	Cushioned		2
Couch	Cloth	5.5' L	2
Side Table	Wood	15.5" X 15.5"	1
Decorative Wall Clock	Buchanan Clock Co.		1
Decorative Plants	Silk, Green Ivy	Small	3
Fire Extinguisher	Lanerex		1
Fire Extinguisher Cabinet	Larsens		1
Bulletin Board	Cork, Wood Framed	58"H X 94.5"W	1
Bulletin Board	Cork, Wood Framed	58"H X 4'1"W	2
Desk Chairs	Leather, Rolling		4
Chair/Floor Mats	Clear, Plastic		4
Computer Monitors	HP Compaq LA2006X	20" Screen	4
Computer Keyboards	Dell		4
Computer Mouse	Dell		4
Computer Terminals	Dell WYSE		4
Tables	Wood	43" X 36"	4
Mouse Pads			4
Laser Jet Printer	HP 600 M601		1
Step Stool	2-Step, Plastic		1
Plant Pot	Plastic	17"	1
Decorative Print/Painting	Matted, Wood Frame	17" X 17"	1
Books	Hardback & Paperback		approx. 1600

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Solivita Inventory May, 2016

Art Gallery			
Item	Type	Specifics	Number on Site
Tables		6'	10
Card Tables			7
Bar Stools			57
Ballroom Chairs			31
Easels	Wood		12
Easels	Metal		4
Plant Holder	Ceramic	3'	2
Cabinets	Wood	6'H X 3'W X 1'9"D	2
Case	Glass	6'H X 3'W X 1'4"D	2
Mirror	Adjustable	3'9"H X 3'6"W	1
Waste Basket	Plastic w/ Lid	2'3"H	1
Fire Extinguisher	Amerex		1
Fire Extinguisher Cabinet	Larsens		1
Cabinets	1 Door Wood/Vinyl	3'5"H X 3'W X 1'D	2
Paper Towel Dispenser			
Soap Dispenser			
Patio Chairs	Aluminum		7
Patio Table	Tempered Glass, Aluminum	3'6"	2
Patio Umbrella	Outdoor	48"	2
Umbrella Case	Metal		2
Ceramics Gallery			
Item	Type	Specifics	Number on Site
Tables	Plastic	6'	9
Tables	Wood	6'	2
Card Tables		3' X 3'	3
Ballroom Chairs	Standard		38
Water Filtration Dispenser	AccuPure FM1500 DWS		1
Clay Slab Roller	North Start		1
Plant Pot	Ceramic	2'	1
Plant Pot	Ceramic	16"	1
Cabinet	Glass & Wood - 2 bottom drawers	7'H X 4'11"W X 21"D	1
Shelves/Cabinet	Open shelving cabinet	3'5"W X 3'5"H	3
Plant Pot	Ceramic	1'9"	1
Wall Clock			1
Fans	Hunter		4
Garbage Can	Round, w/lid & wheels	2'8"H	1

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Cabinet with Doors	Metal, 5 shelves	6'5"H X 3'1"W X 1'7"D	1
Book Shelf	Open	6'H X 2'7"W X 1'D	1
Quartet Easel			1
Broom			1
Telephone	Meridian		1
Mailbox Cabinet	12 Shelf	1'H X 2.5'W X 1'D	1
Fire Extinguisher	Amerex		1
Fire Extinguisher Cabinet	Larsens		1
AED Defibrillator			1
AED Defibrillator Cabinet			1
Bulletin Board	Wood Framed	4'H X 6'W	1
Soap Dispenser	Hillyard		1
Paper Towel Dispenser	Tork		1

Ceramics Gallery - Kiln Room

Item	Type	Specifics	Number on Site
Kilns	Skutt Model KM-1227, Automatic		2
Fire Extinguisher	Buckey		1
Broom			1
Dust Pan			1
Shelves	Metal, Open	6'H X 3'W X 2'D	1

Computer Gallery

Item	Type	Specifics	Number on Site
Computer Chairs	Cloth, Rolling		8
Computer Monitors	HP Compaq LA2006X	20.5"	8
Computer Keyboards	Dell KB212B		8
Computer Mouse	Dell M8111-P		8
Mouse Pads			8
Computer Terminals	Dell WYSE		8
Computer Desks	Bretford		8
Printer Desks	Bretford		2
Computer Printer	HP LaserJet 600 M601		1
Waste Basket		17"	1
Wireless Router	Cisco		1
Wall Clock			1
Dry Erase Boards		2' X 3'	3
Telephone	Viking Emergency Use		1
Fire Extinguisher	Amerex		1
Fire Extinguisher Cabinet	Larsens		1

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Computer Gallery Closet			
Item	Type	Specifics	Number on Site
Shelving	Aluminum	6'H X 5'W X 2'D	2
Step Stool	Cosco, 2 Step		1
Dry Erase Board	With Stand, Boone	2' X 3'	1
CERT Equipment			1
Cabinet	5 Shelf, Metal w/ Doors	6'H	1
Decorating Supplies	Balloons, Basket Shred, Fabric, Prize Trinkets, Vases, Net Lights, Paint Supplies, Costumes, Mardi Gras Beads, Wrapping Paper, Chalk, Crayons, Tiki Torches, Asst. Bags, Ribbon, Carnival Supplies (Easter, Spring, Luau, Beach) etc.	58 Bins	
Carts	2 Drawer, Rolling	3'H X 2'W	1
Carts	2 Drawer, Rolling	3'H X 1.5'W	2
Magnolia Room			
Item	Type	Specifics	Number on Site
Card Tables		3' X 3'	3
Chairs	Wood w/ Cloth Seat		12
Plant Holder	Metal		1
Bookcase	Wood	3'H X 2.5'W X 15"D	1
Fire Extinguisher	Amerex		1
Fire Extinguisher Cabinet	Larsens		1
Oil Painting	Floral, Unframed	3'5" X 3'5"	1
Print	Matted, Metal Frame	34" X 34"	1
Cabinet	Metal, 5 shelves	6'H	1
Board Games			21
Mahjong Set in Case			2
Chess Set w/ Carrying Bag			4
Waste Basket		13"	1
Ceiling Fan	Hunter		1
Billiard Gallery			
Item	Type	Specifics	Number on Site
Billiard Tables	Wood		4
Bar Stools	Cloth		10
Ballroom Chairs	Standard		20
Pool Cue Holder	Wood		5
Pool Cues			13
Pool Bridge Cues			8

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Lighted Chandelier			3
Wall Clock			1
Bulletin Board	Cork, Plastic Framed	1'5"H X 2'W	4
Bulletin Board	Cork, Metal Framed	4'H X 8'W	1
Fire Extinguisher	Amerex		1
Fire Extinguisher Cabinet	Larsens		1
Mirror	Wood Framed	4'8'H X 5'W	1
Flat Screen TV w/ Remote	LG	42"	1
Flat Screen TV Wall Mount			1
Telephone	Viking Emergency Use		1

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Solivita Inventory May, 2016

Bistro			
Item	Type	Specifics	Number on Site
Double Deck Pizza Oven	55", Electric, Baker's Pride	EP-2-8-3836	1
One Section Roll In Cooler	Specification Series/TRUE	STR1RRI-1S	1
3 Compartment Sink	73"		1
Sandwich Prep	42", Beverage Air		1
Sandwich Prep	54", TRUE		1
36" Square Dining Tables			3
42" Round Dining Tables			5
36" Bar Table			2
Bar Stools			4
Dining Room Chairs			27
Bakery Display			1
Custom Fabricated Prep Table	Wood Top		1
Prep table	42"		2
Patio Table			5
Patio Chair			20
Umbrella			5
10" Touch Screen Monitor			1
Mini Compact Computer	Dell		1

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Solivita Inventory May, 2016

Mosaics			
Item	Type	Specifics	Number on Site
Commercial Gas Range	Economy 6 Burners, 2 Ovens, 24" Griddle, Southbend		1
36" Salamander Broiler	Southbend		1
42" Char Broiler			1
Double Deck Full Size Gas Convection Oven	Blodgett		1
Braising Skillet 30 Gallon	Groen	Model# HFP/2E-3	1
Hot Holding Cabinet Double Stack	Alto-Shaam	Model# BQ2/192	1
VF-35S Gas Fryer - 35Lb Vat	Pitco		1
VF-35S Gas Fryer - 35Lb Vat	Pitco		1
Legacy 60 Qt Commercial Planetary Floor Pizza Mixer	Hobart	Model# HL662-1STD	1
Globe G12 12" Manual Gravity Feed Slicer	Globe	Model# 3600	1
42" Prep table			1
42" Prep table			1
42" Prep table			1
42" Prep table			1
Camcarrier Food Pan Carrier	Cambro	Model# 300MPC	1
Portable Bar			1
Portable Bar			1
7.1cu.ft Chest Freezer	Haier	Model# HCM071LC	1
Giant Hood System			1
Ansel Fire Suppression System			1
Dishwasher Conveyor	Hobart, High Temp		1
Steak Knives	Regency		230
Butter Knives	Regency		280
Teaspoons	Regency		280
Dinner Forks	Regency		265
Salad Forks	Regency		350
Soup Spoons	Regency		215
Soup Spoons, Old			65
Salad Forks, Old			130
Butter Knives, Old			50
Teaspoons, Old			55
10" Dinner Plates	Killington		448

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7" B&B Plates	Killington		416
Glass Salad Plates	Libbey		336
Small Rectangle Tapas Plates			66
Family Style Oval Plates			41
Large Rectangle Plates			38
Large Square Plates			17
Small Square Plates			56
Large Soup Bowls			7
Salad/Soup Bowls			246
Egg Shaped Bowls			18
Banquet Glasses	Libbey		400
Pint Glasses	Libbey		36
6oz Martini Glasses	Libbey		120
Sheet Pans			142
11" Sautee Pans			23
Hotel Pans			32
1/6 Pans			22
1/3 Pans			22
Large Sauce Pot			4
Pan Rack	Speed Rack		16
1/2 Pan Rack	Speed Rack		4
10" Touch Screen Monitor			2
Mini Compact Computer	Dell		2
Glass Chiller Freezer			2
54"x42" Dining Tables			12
Dining Room Chairs			72
Patio Chairs			24
Patio Tables			6
Television			3
Low Top Tables			2
Arm Chairs			4
High Top Tables			3
High Top Chairs			8
6' Tables			4
Dining Chairs			80
Dining Tables			12
Patio Tables			6
Patio Chairs			19
Patio Speakers			9
Trash Cans			3
Ceiling Fans			5

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Curtains			18
Metal Rods			9
Bar Chairs			9

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Solivita Inventory May, 2016

Clubhouses			
Item	Type	Specifics	Number on Site
Chaise Lounges		181 Torino	25
Club Chairs		181 Torino	55
Small Tables		181 Torino	14
Large Tables		181 Torino	12
Umbrellas		181 Torino	7
Clocks		181 Torino	1
Trash Cans		181 Torino	2
Inside Tables		181 Torino	4
Inside Chairs		181 Torino	23
5 Gallon Fountain		181 Torino	1
Ceiling Fans		181 Torino	
Television		181 Torino	1
Microwave		181 Torino	1
Under Counter Refrigerator		181 Torino	1
Chaise Lounges		Venezia	34
Club Chairs		Venezia	39
Small Tables		Venezia	16
Large Tables		Venezia	8
Umbrellas		Venezia	5
Clocks		Venezia	1
Trash Cans		Venezia	4
Inside Tables		Venezia	13
Inside Chairs		Venezia	52
5 Gallon Fountain		Venezia	1
Ceiling Fans		Venezia	2
Wooden Bench		Venezia	1
Television		Venezia	1
Microwave		Venezia	1
Refrigerator		Venezia	1
Ice Maker		Venezia	1
Picture	33" X 33"	Venezia	1
Picture	33" X 44"	Venezia	1
Chaise Lounges		Bella Viana	24
Club Chairs		Bella Viana	44
Small Tables		Bella Viana	16
Large Tables		Bella Viana	7
Umbrellas		Bella Viana	6

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Clocks		Bella Viana	1
Trash Cans	2 each in Lobby, Multi-Purpose Room & Pool Deck	Bella Viana	6
Tables	Small	Bella Viana	16
Tables	Large	Bella Viana	7
Chairs	Standard, Inside	Bella Viana	48
5 Gallon Fountain		Bella Viana	1
Ceiling Fans	4 on Pool Deck, 4 in Multi-Purpose Room	Bella Viana	12
Wooden Bench		Bella Viana	1
Television		Bella Viana	1
Microwave		Bella Viana	1
Refrigerator		Bella Viana	1
Ice Maker		Bella Viana	1
Picture	33" X 44"	Bella Viana	2
Lamps		Bella Viana	2

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Solivita Inventory May, 2016

Housekeeping			
Item	Type	Specifics	Number on Site
Cleaning Rags	Old		40
Cleaning Rags	New		50
Broom	Large		10
Broom	Small		10
Dust Pan			10
Dust Mop	Small		15
Dust Mop	Medium		8
Dust Mop	Large		18
Mops	Microfiber		20
Mops	Regular		20
Mop Sticks			10
Mop Buckets			8
Dust Mop Sticks	Small		5
Dust Mop Sticks	Medium		4
Dust Mop Sticks	Large		5
Garbage Cans	For Events		22
Vacuums	Standard		6
Hand Truck	Flat		2
Hand Truck	Regular		2
Leaf Blower			3
Wet Vac			2
Vacuums	Backpack		2
Scrubber Machine	Large, Battery Operated		1
Scrubber Machine	Small, Battery Operated		1
Carpet Cleaner	Walk Behind, Electric		3
Pressure Washer	Electric		2
Floor Blower	Electric		2
Golf Carts	Electric		2
Washer			1
Dryer			1
Refrigerator	Office, Side-by-Side		1
Signs	Wet		8
Housekeeping carts			4

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Solivita Inventory May, 2016

Riviera - Men's Dry Side Locker Room			
Item	Type	Specifics	Number on Site
Double Toilet Tissue Holders			3
Soap Dispenser			1
Paper Towel Holders			2
Hand Dryer			1
Wall Mounted Deodorizer			2
Tissue Box			3
Tissue Box Holders			0
Hair Dryer			1
Red Emergency Phone			1
Clocks			1
Balance Scale			1
Soap Holder			4
Soap Dispenser			4
Rubber Mats			4
Heating Unit for Sauna			1
Coat Hooks--Wall Mounted			1
Shower Rods			7
Shower Curtains			4
Towel Hooks			4
Handicap Seat			1
Individual Lockers			100
Carpets			3
Metal Benches			1
Wooden Benches			3
Paintings			3
Trash Basket			1
Riviera - Women's Dry Side Locker Room			
Item	Type	Specifics	Number on Site
Double Toilet Tissue Holders			6
Sanitary Napkins Receptacle			6
Soap Dispenser			1
Paper Towel Holders			2
Hand Dryer			1
Wall Mounted Deodorizer			2
Tissue Box			3

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Tissue Box Holders			3
Hair Dryer			1
Red Emergency Phone			1
Clocks			2
Balance Scale			1
Soap Holder			4
Soap Dispenser			4
Rubber Mats			4
Heating Unit for Sauna			1
Coat Hooks--Wall Mounted			1
Shower Rods			7
Shower Curtains			4
Towel Hooks			4
Handicap Seat			1
Individual Lockers			98
Carpets			3
Metal Benches			3
Paintings			3
Trash Basket			1

Riviera - Men's Wet Side Locker Room

Item	Type	Specifics	Number on Site
Double Toilet Tissue Holders			2
Paper Towel Dispensers w/ Trash Bins			2
Soap Dispenser			1
Hair Dryer			1
Hand Dryer			1
Tissue Box			2
Rectangle Wooden Benches			2
Clock			1
Trash Basket			1
Rubber Mats			3
Wall Mounted Deodorizer			1
Curtain Rods			3
Shower Curtains			3
Soap Holders			3
Soap Dispenser			3
Towel Hooks			3
Handicap Shower Seat			1
Lockers			44

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Riviera - Women's Wet Side Locker Room			
Item	Type	Specifics	Number on Site
Double Toilet Tissue Holders			3
Sanitary Napkin Receptacle			3
Paper Towel Dispensers with Trash Bins			2
Soap Dispenser			1
Hair Dryer			1
Hand Dryer			1
Tissue Box			1
Rectangle Wooden Benches			2
Square Benches			2
Clock			1
Trash Basket			1
Rubber Mats			3
Wall Mounted Deodorizer			1
Curtain Rods			3
Shower Curtains			3
Soap Holders			3
Soap Dispenser			3
Towel Hooks			3
Handicap Shower Seat			1
Lockers			46
Riviera - Aerobics Room			
Item	Type	Specifics	Number on Site
Dumb Bells	1 Pound		12
Dumb Bells	2 Pounds		13
Dumb Bells	3 Pound		31
Dumb Bells	4 Pound		38
Dumb Bells	5 Pounds		48
Dumb Bells	6 Pounds		39
Dumb Bells	7 Pounds		28
Dumb Bells	8 Pounds		32
Dumb Bells	9 Pounds		8
Dumb Bells	10 Pounds		13
Dumb Bells	12 Pounds		8
Dumb Bells	15 Pounds		6
Medicine Balls	4 Pounds		19
Medicine Balls	2 Pounds		8

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Medicine Balls	8 Pounds		7
Medicine Balls	4.5 Pounds		5
Medicine Balls	6 Pounds		13
Ankle Weights	1 Pound		8
Ankle Weights	2.5 Pounds		16
Ankle Weights	4 Pounds		10
Ankle Weights	5 pounds		6
Ankle Weights	3.75 lbs		7
Bands	Medium Resistance		52
Bands	Light Resistance short		12
Bands	Heavy Resistance short		18
Bands	Medium Resistance short		25
Bands	Rip core base		2
Bands	Rip core bars and base		16
Bands	Rip Core bands		4
Body Bars	6 LBS		18
Body Bars	3 LBS		11
Body Bars	12 LBS		7
Body Bars	1 LBS		3
Body Bars	9 LBS		10
Body Bars	15 LBS		6
Body Bars	18 LBS		3
Swiss Balls	Yellow		8
Swiss Balls	Hunter green		23
Swiss Balls	Neon green		5
Swiss Balls	Red		8
Swiss Balls Rack			1
Mats	Aeromats		1
Mats	BI fold mats		20
Mats	Gold gym mats		28
Mats	Techno gym mats		6
Step Risers			37
Slo-Mo Balls			38
QVC Pipes			30
Yoga Blocks			14
Balance Cushions			18
Stepper Base			10
Table tennis Tables			6
Chairs			44
Ballet Bars			2
Televisions	Toshiba, Wall Mounted		3

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Ceiling Fans			8
Trash Can			2
Water Cooler			1
Solivita Rug			1
Hand Sanitizer			1
Paper Towel Holder			1
Clock			1
Fire Extinguisher			1
Sound System	Bluetooth, Video, DVD, iPod, iPad Capabilities		1
VCR	Toshiba		1
TV Remote	Toshiba		1
Agility Ladder			1
Shelves			2
Trays			3
Tennis balls			60
Tennis paddles			7
Resistance Band Hangers	Wall Mounted		2
Bins			3
Plastic bucket	Black w/ PVC Pipes		1
Dumb bell racks			2
Mat hooks	Wall Mounted		2

Riviera - Walking Track

Item	Type	Specifics	Number on Site
Benches			3
Stretching Table			1
Stretching Posters			2
Club Poster Frames			29
Sign (one mile=20 laps			1
Potted Plants			17
Heavy Bag			1
Gold's Gym Mat			1
Black Mat			1
12lb. Weight Bar			1
6lb. Weight Bar			1
PVC Pipes			3
Coat Rack			1
Weight Rack			1
Weights	1 Pound		2
Weights	2 Pounds		4

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Weights	3 Pounds		6
Weights	5 Pounds		2
Weights	6 Pounds		2
Weights	7 Pounds		4
Weights	8 Pounds		2
Clocks			2
Trash Can	Tall, White		1
Dry Erase Board	Directional, White		1
Hand Sanitizer Dispenser			1
Hanging Office Signs			3

Riviera - Hallway

Item	Type	Specifics	Number on Site
Paintings			2
Club Poster Frames			5
Potted Plants			3
Sconce wall lights		In Stairwell	2

Riviera - RSF2

Item	Type	Specifics	Number on Site
Card Tables			13
Chairs	Red, Padded		25
Tables	6'		2
Chairs	Brown, Padded		5
Chairs	Orange, Plastic		34
Easel			1
Podium			1
Projector	Ceiling Mounted		1
Roll Down Screen			1
Venetian Blinds			5
Television	Toshiba, w/ Remote	32", Model # CZ32T31, Serial # 34517944	1
VCR	Toshiba, w/ Remote	Model # M785, Serial # 63281862	1
DVD Player	Magnavox	Model # MDV3300/F7	1
Rolling Cart	2 Tier		1
Display Stand			1
Flag Pole			1
Flag			1
Wall Hangings	Upholstered		12
Paper Towel Dispenser			1

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Hand Sanitizer Dispenser			1
Microwave			1
Trash Can	Tall		1
Clock			1
Audio Box			1
Lock			1
Cassette & CD Player			1
Amplifier			1
Occupancy Permit	Framed		1
Room Setup	Lucite Framed		1

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Solivita Inventory May, 2016

Riviera - Closets			
Item	Type	Specifics	Number on Site
TV Stand	On Wheels w/ Lower Cabinet		1
Cords in Lower Cabinet			3
Dollies for Plastic Chairs			2
Replacement Carpet Squares			13
Training CPR Defibrillators			13
Infant CPR Training Dummies			4
Adult COR Training Dummies			10
Duffle Bag	Black		1
Duffle Bag	Blue & Grey, "Compact 10"		1
Red Duffle Bag			2
5 Tier Storage Unit			1
First Aid & CPR Training Pack			10 boxes
Defibrillator Instruction Booklets			3
Red Cross CPR Instruction Manuals			9
Heart Defibrillator Smart Pad	Adult		10
Heart Defibrillator Smart Pad	Child		2
Lysol Disinfecting Wipes			1
Replacement Training Pads	Phillips		4
External Mannequin Adapter			1
Packing Paper			1 Package
Woven Basket			1
Round Flag Pole Stand			1
Riviera - Storage Closet			
Item	Type	Specifics	Number on Site
Pilgrim & Patriot T-Shirts	X-Large		188
Pilgrim & Patriot T-Shirts	Large		120
Pilgrim & Patriot T-Shirts	Medium		24
Pack the Pantry Sign			1
Relay For Life Sign			3
Riviera - ELF Closet			
Item	Type	Specifics	Number on Site
First Aid Supplies			1 Box

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Guest Pass Receipt Books			1 Box
Clock			1
Soft Ball Bases			1 Box
Cornhole Boards			4
Mesh Net			1
Ceiling Tiles			2 Boxes
Mastik			1 Bucket
Rubber Mat Floor Tiles			15
Rubber Floor Mat	Roll Out		1 Roll
Bottled Water			12 Cases
Mesh Netting			1 Large Roll

Riviera - Main Gym Areas

Item	Type	Specifics	Number on Site
Press		MH20E12000394	1
High Pull		MH30E12000360	1
Low Pull		MH95E12000324	1
Overhead Press		MH15E12000330	1
Step/Squat		MH67E12000326	1
Adductor		MB0512000395	1
Abductor		MB1011100043	1
Upper Body Cable Station			1
Lower Back		MB4512000294	1
Abdominal Crunch		MB6512000456	1
Leg Curl		MB3512000704	1
Leg Extension		MB3012000797	1
Multipower/Smith Machine		M95310100130	1
Nustep #1		434152	1
Nustep #2		434153	1
Top Machine		DA773W12000146	1
Elliptical		DA533W12001226	1
Vario		DAF73W12001530	1
Vario		DAF73W12001532	1
Vario		DAF73W12001600	1
Vario		DAF73W12001500	1
Treadmill		DAK81W12000373	1
Treadmill		DAK81W12000380	1
Treadmill		DAK81W12000375	1
Treadmill		DAK81W12000374	1
Treadmill		DAK81W12000372	1
Treadmill		DAK81W12000377	1

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Treadmill		DAK81W12000383	1
Treadmill		DAK81W12000371	1
Treadmill		DAK81W12000376	1
Treadmill		DAK81W12000379	1
Recumbent Bike		DAD33W12001418	1
Recumbent Bike		DAD33W12001417	1
Recumbent Bike		DAD33W12001408	1
Recumbent Bike		DAD33W12001403	1
Recumbent Bike		DAC33W12001890	1
Recumbent Bike		DAC33W12001889	1
Flexibility Anterior		ME0510000174	1
Flexibility Posterior		ME1010000204	1
Decline Bench		D1229054459007N	1
Adjustable Bench		PA0412002583	1
Adjustable Bench		PA0412002577	1
Dumbbells	20 LBS		2
Dumbbells	25 LBS		2
Dumbbells	30 LBS		2
Dumbbells	35 LBS		2
Dumbbells	40 LBS		2
Dumbbells	45 LBS		2
Dumbbells	50 LBS		2
Dumbbells	55 LBS		2
Dumbbells	60 LBS		2
Dumbbells	65 LBS		2
Dumbbells	20 LBS		2
Dumbbells	15 LBS		2
Dumbbells	12 LBS		4
Dumbbells	5 LBS		4
Dumbbells	10 LBS		2
Dumbbells	8 LBS		4
Dumbbells	12 LBS		1
Dumbbells	7 LBS		4
Dumbbells	4 LBS		4
Dumbbells	3 LBS		2
Dumbbells	2 LBS		2
Dumbbells	1 LBS		2
Dumbbells	8 LBS		2
Dumbbells	6 LBS		2
Dumbbells	9 LBS		2
Steps			7

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Bosu Ball			1
Stability Ball	Large, Green		1
Stability Ball	Small, Red		1
Treadmill Floor Mats			10
Chairs			2
Resistant Bands	Red		6
Xercuff's	1 Each Red, Green, Blue, Yellow		4
Balance Disks	Blue		2
Foam Pad			1
Soft Foam Rollers	Blue		2
Gym Foam Mat	Light Brown		2
Gym Mat	Black		2
Barbell Pad	Black		1
Weight Tree			1
Weight Clips			8
Weight Ball Rack			1
Olympic Weight Plates	45 LBS		4
Olympic Weight Plates	25 LBS		2
Olympic Weight Plates	10 LBS		6
Olympic Weight Plates	5 LBS		2
Olympic Weight Plates	2.5 LBS		3
Ankle Weights	2 LBS		2
Ankle Weights	3.75 LBS		4
Ankle Weights	5 LBS		1
Ankle Weights	2.5 LBS		1
Kettle Balls	30 LBS		1
Kettle Balls	20 LBS		1
Kettle Balls	15 LBS		2
Kettle Balls	10 LBS		2
Soft Kettle Balls	7 LBS, Blue		1
Soft Kettle Balls	5 LBS, Purple		1
Body Bars	18 LBS		1
Body Bars	24 LBS		1
Body Bars	15 LBS		1
Body Bars	12 LBS		2
Body Bars	6 LBS		1
Body Bars	PVC BAR		2
Weight Balls	9 LBS		2
Weight Balls	8 LBS		2
Weight Balls	4 LBS		2
Weight Balls	6 LBS		1

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Weight Balls	2 LBS		1
Soft Mini Fitness Balls			2
Cable Attachments	Cambered Olympic Curl Bar		1
Cable Attachments	Pull Down Bar		1
Cable Attachments	Straight Short Bar		1
Cable Attachments	Lateral Grip Pull Down Bar		1
Cable Attachments	V-BAR		1
Cable Attachments	Long Rope		1
Cable Attachments	Short Rope		1
Cable Attachments	Plastic Stirrup Handles		2
Cable Attachments	Adjustable Weight Belt		1
Cable Attachments	Ankle Straps		2
Cable Attachments	Cambered Handle Attachments		2
Cable Attachments	Long Nylon Stirrup Handles		2
Cable Attachments	Short Nylon Stirrup Handle		1
Cable Attachments	Triceps Press Down Bar		1
Cable Attachments	Dual Press Bar		1
Cable Attachments Storage Bin	Wooden, 4 Compartment		1
AED		B12E-00557	1
Paper Towel Dispenser	Wausau Paper		2
Book Rack			1
Coat Rack/Umbrella Holder			1
Gym Wipe Holder			1
Wall TV	Sharp		2
Wall TV	Samsung		1
Wall TV	Spectrie		1
Wall TV	Aquos		1
Water Dispenser			1
Hand Sanitizer Dispenser	Hillyard		1
Large Trash Can			1
Small Trash Can			1
Wall Poster	Stretching for a Healthy Back		1
Wall Clock			2
Hand Sanitizer Dispenser	Pro Link		2
Ceiling Fans			6
Fire Extinguisher			1
Riviera - Assessment Room			
Item	Type	Specifics	Number on Site
Black bookcase			1

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Scale			1
Desk			1
Computer	1 Open, 1 Covered	Serial # MXL1512VKY	1
Computer Monitor		Serial # 3CQ131C84N	1
Computer Keyboard		Serial # BAUYF0BHH1K5BC	1
Speakers			2
File cabinet	4 Drawer		1
Desk chairs			3
Telephone			1
body fat analyzer			1
Blood pressure cuff			1
Bingo cage set			1
Weights	10 LBS		1
Weights	3 LBS		3
Weights	6 LBS		1
Weights	5 LBS		1
Mat			1
White board			1
Letter holders			3
File Folders	Wall Mounted		2
Venetian Blinds			5
Pencil Holder			1
Business Card Holder			2
Scotch Tape Dispenser			1
Stapler			1
Sit & Reach Test Box Measuring Device	ACUFLEX, Flexibility Tester		1
Trash Can	TRASH		1
Orange safety cone			1
CPR Training Defibrillator			1
Canvas Pouch	GREEN		1
Stretching Poster			1
Desk Calendar			1
Staple Remover			1
Microphone Headsets			3
Power Cord			1
Battery Pack			1
PGX4 Receiver		0212070134 - 03	1
Mouse Pad			2
Scissors			1

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Back-up/Surge Protector	Battery Powered		1
Riviera - Unisex Room			
Item	Type	Specifics	Number on Site
Lockers			2
Wooden bench			1
Chairs	Padded		1
Folding Table			1
Wall hooks			2
Wall mounted Mirror			1
Trash can			1
Riviera - Indoor Pool			
Item	Type	Specifics	Number on Site
Benches			3
Chairs			14
Tables			7
Aqua Lift			1
Potted plants			6
Noodles			74
Dumbbell Water Weights			116
Kick Boards			32
Blue Paddles			84
Lifesaver			2
Volleyball Net			1
Water Weighted Net Holders			2
Croquet Sets			2
Pool Hook			2
Clock			1
Chrome Trash Can			1
Large Blue Aquatic Clock			1
Large Bags	Mesh		3
Water Volleyballs			6
Water exercise balls			36
Signs	Length of Pool and Pool Rules		2
Cups			13 Boxes
Clear Bins	4 Filled with Sleeves of Cups		7
Rubber Mats			6
Solivita Rug			1
Equipment Storage Racks	3 Tall and 2 Wide		5
Storage Racks	Resistance & Weight Storage		2

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Life Vest			1
Red Emergency Phone			1
Riviera - Outdoor Pool			
Item	Type	Specifics	Number on Site
Large Round Tables			6
Chairs			41
Lounge Chairs			27
Small Round Tables			8
Small Rectangle Tables			15
Umbrellas	Anchored by Spas		2
Umbrellas	Free Standing		2
Umbrellas	Table		6
Potted plants			9
Lifesavers			2
Pool Net			2
Pool Hook			1
Clocks			2
Trash Cans			4
Riviera - Director's Office			
Item	Type	Specifics	Number on Site
Computer		MXL6321JMV	1
Monitor		3CQ131C84H	1
Keyboard		BCYRUOAHH3M8Q1	1
Mesh Pencil Holder			1
Business Card Holder			1
Scissors			1
3 Hole Punch			1
Printer		SNCNB6G389XV	1
Bookcase			1
Potted Plant			1
Foam Roller			1
Balance			1
Venetian Blinds			7
Filing cabinet	2 Drawer		1
Paintings			2
Desk			1
Chairs	2 Stationary, 1 on Wheels		3
File Holder			1
Scotch Tape Dispenser			1

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Stapler			1
Trash Basket			
Telephone			1
Letter Tray			1
Keyboard Tray			1
Distance Wheel			1
Stereo Transmitters			2
Power Strip			1

Riviera - Main Lobby

Item	Type	Specifics	Number on Site
Message board			2
Trash can			1
Sofa chairs			3
Side table			1
Easel with Dry Erase board attached			1
Locker	with 16 small drawers		1
Potted Plants			11
Multi Colored Wall Décor Squares	Mounted on the wall		12
Ottomans	2 Leather and one cloth fabric		3
Sofa	Black leather		4
Filing cabinet	with 4 shelves		1
Fire Extinguisher			1
Easels			4
Pillows			8
Glass Tables			2
Magazine Holder			1
Podium			2
clock			1
Coat hanger/Umbrella Holder			1
Rugs	Solivita logo		3
Mounted Glass Cabinet			1

Riviera - Lobby Hallway

Item	Type	Specifics	Number on Site
Message Board			1
Trash Can			3
Doormat	Solivita Logo		1
Potted Plants			4

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Coffee Cabinet	Wooden, Wall Mounted		1
Keurig			1
Glass Cabinet	4 Shelves		1
Water Fountain	Wall Mounted		1
Soap Dispenser			1

Riviera - Fitness Front Desk

Item	Type	Specifics	Number on Site
Computer	SLV-DT-038	MXL6231JPR	1
Monitor			1
Keyboard			1
Printer	LASERJET 500 COLOR M551 PRINTER		1
Mouse			1
Ipad	SLV-IPAD-003	DMPRL3SCG5WT	1
Square Stand		ELM 10401	1
APG Cash Drawer			1
Receipt Printer	Star TSP100		1
Desk Phone	AASTRA		1
Desk Fan	Feature Comforts		1
Black File Cabinet	Four Drawers		1
Beige Locking Cabinet			1
First Aid Box	Stocked		1
Lockbox for Keys	Stocked With Tools		1
Tool Bag			1
Easy Reach Ladder			1
Slip & Fall Floor Sign			2
Pool Closed Quick Sign	Inclement Weather		1
Office Chair	Black		1
Chair			1
Plastic sign holder	Clear Desk Sign Holders		4
Clear Plastic Containers	Used of Lost and Found Items		2
Pencil Holder	Mesh, Metal		1
Letter Holder	Mesh, Metal		1
Staplers			2
Day Pass Stamp			1
Automatic Pencil Sharpener	X-ACTO		1
Paper/Business Card Holder	Mesh, Metal		1
Brochure Holder	Clear Plastic		1
Desk Top Folder Holder	3 sections		1
Treadmill Book Holders			4

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HDMI to Video Adapter			1
Mini-DVI to VGA Adapter			1
Projector cables and remote			1
Work Camera	Canon, With Charger and Case		1
Guest Pass Holder Bins	Plastic		2
Container Holding ID Badge Lanyards	Plastic		1
Computer Surge Protector/Battery Backup	Battery Powered		2
Shuffle Board Puck Holder	Plastic		1
Shuffle Board Pucks			8
Shuffle Board Sticks			13
Pong Pal Picker Upper Tubes			2
Waste Bucket	Mesh, Metal		1
Trash Can	Small		1
Orange Cone			1
Battery For Aqua Lift			1
Tennis Balls			3
Clear Bag w/ Tennis Balls	1/2 Full		1
Bungee Cords			4
Metal Holder			1
Pickle Balls			12
Table Tennis Racquets			7
Pickle Ball Racquets			8
Bocce Ball Set	In Box		1
Bocce Ball Sets	In Buckets		2
Tennis Ball Sets			6
Portable First Aid Box			2
Desk top Filing trays			23
Wireless Microphone	SHURE"		1
Plastic containers, small	Lost and Found Storage		2
Receipt Books			1 Box
First Aid Ice Packs			1 Box
Batteries			Box
Master Lock Looped End Cable			1
Large Flash Light			1
Microphone Transmitter & Headset	Old		1
Remote Controls			4
USB			1
Single Hole Punch			1

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Nikon Camera			1
Paper Trays			2
3 Hole punch			1
2 Hole Punch			1
Long Reach Full Strip Stapler			1
Ruler	Clear		1
Paper cutter			2
Folder Organizer	5 Slots		1
Flash Light			1
Billiard Ball sets			6
Box of Billiard Ball Chalk			1
Business Card Holder			1 Box
Pen holder			1
Ink Cartilages	Black, Yellow, Magenta, Cyan		4
Clip Boards			6
Clock			1
Sound System	3 Receivers		1
Cash box			1

Riviera - Breakroom

Item	Type	Specifics	Number on Site
Clock			1
Round Table			1
Chairs			1
Office chair			1
Trash Can			1
Message Board			1
Paintings			2
Toaster	Black and Decker		1
Coffee Maker	Keurig		1
Metal Shelf			1
Small Table			1
Basket	Wooden		1
Mini Fridge	Sanyo	218080	1
Microwave	Emerson	20605042GG	1

Riviera - Fitness Desk

Item	Type	Specifics	Number on Site
Laundry Basket			1
Trash Can			1
Hp Computer	SLV-DT-48	MXL6231JNY	1

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Mouse HP			1
Computer Monitor	HP	PN: 537924/001	1
Surge Protector/Battery Backup	APC		1
Speakers			2
Remotes	Cisco		4
Remotes	Sharp		1
Remotes	Samsung		1
Remotes	Spectre		1
Stapler			1
Clip Boards			3
Heater	DeLonghi	900057	1
Telephone	ASTRA	0D12231800	1
Paper Holders			4
Paper Trays			3
Ball Inflator	Champion Sport		1
HoneyWell Modems			2
NetGear Modem			1
Mannequin			1
Desk Organizer			2
Plastic Crates			3
Clock			1
Tape Holder			1
Short's	Black		1
Patriot and Pilgrim Shirts			46
Walk for Cure shirts			5
Desk Sign Holders	Clear Plastic		2

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Palms - Main Gym Areas			
Item	Type	Specifics	Number on Site
Recumbent Bike		DAD33V15000080	1
Recumbent Bike		DAD33V15000082	1
Water fountains			2
Wicker sofa chairs			3
Wicker sofa			2
Lamp			1
Flower pots			2
Mounted flower pots			2
Fire Extinguisher			1
Wooden round tables			2
Easel			2
Exercise Bike		DAC33V14001670	1
Exercise Bike		DAC33V14001708	1
Top Machine		DA773V14000065	1
Nustep		T4462215	1
Elliptical		DA593V15000191	1
Elliptical		DA593V15000189	1
Elliptical		DA593V15000199	1
Elliptical		DA593V15000187	1
Vario		DAF33V15000103	1
Vario		DAF33V15000100	1
Vario	Wooden Plant Holder	DAF33V15000102	1
Vario		DAF33V15000101	1
Treadmill		DAK8AV15000295	1
Treadmill		DAK8AV15000297	1
Treadmill		DAK8AV15000210	1
Treadmill		DAK8AV15000193	1
Treadmill		DAK8AV15000294	1
Treadmill		DAK8AV15000216	1
Treadmill		DAK8AV15000306	1
Treadmill		DAK8AV15000333	1
Leg Press	Computer is HP PRO		1
Flexibility Anterior	Dell Keyboard	ME0514100344	1
Flexibility Posterior		ME1015100005	1
Leg Curl	HP LE1901wm	M99015100028	1
Leg Extension		M99115100003	1
Multi Hip		M96715100019	1

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Arm Curl		M99214100230	1
Vertical Traction		M97115100004	1
Chest Press		M97014100609	1
Arm Extension		M9451400196	1
Shoulder Press		M96914100512	1
Lower Back		M95814100246	1
Total Abdominal		M98315100048	1
Cable Station			1
Portable Decline Bench	Adjustable	PG0314000526	1
Portable Adjustable Bench		PG0414002763	1
Portable Adjustable Bench		PG0414002726	1
Portable Adjustable Bench		PG0414002765	1
Smith Machine		MBA315100029	1
Power Rack			1
Wall Clock			1
Scale			1
Hand sanitizer dispensers			3
Coat/Umbrella hanger			1
Metal File Cabinet			1
Sign in podium			1
AED		B12E-00567	1
Emergency Box	Push to Call		1
Wipe Holder			1
Water dispenser			1
Small Personal Locker's Cabinet			1
Storage Cabinet			1
Plant Holder			1
Hanging wall décor			4
Large trash cans			2
Small trash can			1
Lamp			1
Work Desk			1
Office Chair			1
Framed wall Mirror			1
Plant			1
Unframed Wall Mirror			4
Computer		MXL1512VL3	1
Keyboard		KB212-BCN-DDJ454-71581-48T-04H9-A01	1

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Computer mouse		CT-FBNWLOD(W1KMBW	1
Computer Monitor		3CQ131C83W	1
Wall TVs			4
Desk Phone			1
Fire Extinguisher			2
Ceiling Fans			6
Weight Ball Rack			1
Weight Tree			2
Smith Machine Equipment Storage Bin	Wooden, 4 Compartments		1
Medicine Balls	4 LBS		1
Medicine Balls	8 LBS		1
Medicine Balls	10 LBS		1
Bosu Ball			1
Balance Balls	Small		2
Ankle Weights	4 LBS		2
Ankle Weights	2.5 LBS		3
Weight Bar	9 LBS		2
Weight Bar	6 LBS		1
Weight Bar	4 LBS		1
Weight Bar	12 LBS		1
PVC Pipe			1
Abdominal Roller			1
Gym floor mats			5
Steps			3
Soft Foam Roller			2
Hard Foam Roller			1
Stability Balls			1
Stability Balls			1
Treadmill Floor Mats			8
Barbell Pad			1
Weight Clips			5
Resistant Bands			5
Kettle Bells	25 LBS		
Kettle Bells	20 LBS		2
Kettle Bells	15 LBS		2
Kettle Bells	12 LBS		2
Kettle Bells	10 LBS		2
Kettle Bells	20 LBS		1
Dumb Bells	55 LBS		2
Dumb Bells	50 LBS		2
Dumb Bells	45 LBS		2

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Dumb Bells	60 LBS	2
Dumb Bells	65 LBS	2
Dumb Bells	70 LBS	2
Dumb Bells	40 LBS	2
Dumb Bells	35 LBS	2
Dumb Bells	30 LBS	2
Dumb Bells	25 LBS	2
Dumb Bells	20 LBS	2
Dumb Bells	15 LBS	2
Dumb Bells	12 LBS	2
Dumb Bells	10 LBS	4
Dumb Bells	8 LBS	2
Dumb Bells	7 LBS	2
Dumb Bells	6 LBS	2
Dumb Bells	5 LBS	4
Dumb Bells	4 LBS	2
Dumb Bells	3 LBS	4
Dumb Bells	1 LBS	2
Pull Up Assistance Bands	80 LBS, Gray	1
Pull Up Assistance Bands	70 LBS, Orange	1
Pull Up Assistance Bands	Blue	1
Pull Up Assistance Bands	Purple	1
Weight Plates	45 LBS	12
Weight Plates	35 LBS	6
Weight Plates	25 LBS	10
Weight Plates	10 LBS	9
Weight Plates	5 LBS	10
Weight Plates	2.5 LBS	7
Bars	Olympic	1
Bars	Hexagon	1
Cable Machine Attachments	Stirrup	2
	Ankle Straps	2
	Pull Down Bar	1
	Straight Short Bar	1
	Cambered Bar	1
	Long Rope	1
	Short Rope	1
	V-Grip	1
	Long Nylon Stirrups	2
	Short Nylon Stirrups	2

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Palms - Amenity Room			
Item	Type	Specifics	Number on Site
Chandeliers	Six Light		4
Mirror	Wood Frame	80" X 35"	1
Wall Sculpture		40" Diameter	3
Flag Pole	Indoor Colonial; Flying Eagle Set	3 X 5	1
Fire Extinguisher			1
Projector Screen	Brand: DA Lite	19"	1
Projector	Brand: Benq	Serial # HPD32DO203300S Model: MX521	1
Audio Box	Brand: Gemini	20" X 20"	1
Audio amplifier	Brand: Crown Four input 80 Watt mixers/Amplifier	Model: 180Ma	1
Wireless Microphone Receiver	Brand: Shur	Model: PGX4	2
Wireless Microphone	Brand: Shur	Model: PGX4	2
Panel Drapes	Blackout drapes	138" X 52"	18
Window Valance	Box pleated cotton	80" X 30"	5
Window Valance	Box pleated cotton	37" X 30"	2
Window Valance	Box pleated cotton	130" X 30"	1
Window Valance	Box pleated cotton	234" X 30"	1
Pleaded Shade	Tan Light Filtering Pleaded Shade	92" X 71"	8
Pleaded Shade	Tan Light Filtering Pleaded Shade	21" X 71"	8
Pleaded Shade	Tan Light Filtering Pleaded Shade	94" X 30"	2
Trash Can	Half moon/rounded		3
Palms - Amenity Room Kitchen			
Item	Type	Specifics	Number on Site
Counter Top Microwave	1200 watts	FGU4112541/Model: GT4175SPS-2	1
Whirlpool Refrigerator	Side by Side	SU4929430/Model: ED2FHEXS504	1
Whirlpool dishwasher	3 Cycle	FU1915745/Model: DU8505 WP	1
Cabinets	Upper Cabinets, 36" X		3

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	38"		
Cabinets	Upper Cabinets 18" X 36"		2
Cabinet Drawers	Cabinet drawers 21"		8
Cabinet Drawer	12"L		1
Cabinet Drawers	18"L		5
Cabinet Drawers	Lower Cabinet, 12"L		1
Cabinet Drawers	Double Door, 36"W		2
Cabinet Drawers	Under the Sink 36"W		1
Sink w/ Moen faucet	Double Sink		1
Cabinet	Lower, 17"W		1
Cabinets	Lower, 44"W		2
Cabinet	Lower, 12"W		1
Soap dispenser	Wall Mounted		1
Paper Towel Dispenser	Stainless - wall mounted		1
Divider	Wood Sliding, 12.5'W		1
Bar Top	Wood Sliding 12' X 20'		1
Countertop	Corian, Gold 16' X 24'		1
Countertop	Corian, Gold 7.5'		1
Back Splash			1
Trash Can	Half Moon		1
Fire Extinguisher	Brand: ANSUL SENTRY	DF772740	1

Palms - Pool

Item	Type	Specifics	Number on Site
Patio Chairs	Brown metal frame		88
Patio Lounge chairs	Brown metal frame		76
Patio Tables	Brown metal w/ glass top		13
Patio Tables	Brown metal w/ glass top		40
Patio Tables	Brown metal w/ glass top		13
Patio Umbrellas	burgundy		17
Bench w/ Back	Brown Wooden		4
Bench w/o Back	Brown Wooden		20
Patio Chairs w/ Cushions	Light brown cushions w/brown metal frame (Tropitone)		12
Patio Tables	Light brown Mexican Clay tables	R05PZ5440MEX	2
Nexgrill with oven	Charmglow Gourmet Series Stainless steel	Model 720-0536	1

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Fire Extinguisher			1
Clock	2 on pool deck, 2 at hot tubs		4
Trash Cans	Pool Deck (2), Fire pit (1), by Tables (2), Bocce Courts (1), Bathroom (1)		7
Life Preserver	Pool Deck		2
Pool Grabber	Hook on Long Pole		2
Pool Net	Mesh		1
High back Benches	By Tennis Court		4
Noodles	Float noodles		2
Pairs Barbells			10

Palms - Pool Storage

Item	Type	Specifics	Number on Site
Exercise Slipping Block	2' X 3'		27
Electric Debris Bag Machine			1
Pool Net, Pole			1
Orange Plastic Fencing			1
Door			1
Ladder			1
Umbrella Base			2
Umbrellas			2
Paint			1
Light Bulb			1
Spa Wand			1
Old Signs			1
Rolling Cart			1
Metal Box Carrier With Wheel			1

Palms - Assessment Room

Item	Type	Specifics	Number on Site
Gym Floor Matt			1
Hanging Wall Décor			1
Fat Loss Monitor		2013070633UF	1
Scale		5050100083	1
File Cabinet			1
Blood Pressure Monitor		ZBP500AR (BP3A11)	1

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Champion Sports Inflator	120Volt	EP1500	1
Wall Poster	Stretching Basics		1
Cushioned Chairs			2
Plug In Energizer Battery Pack			1
Agility Cones			2
Palms - Lobby			
Item	Type	Specifics	Number on Site
Samsung Flat screen TV	48"	SNAJ723CPPCO9725B	1
Chandelier	12 Lights w/ Shades		4
Window Drapes	10' X 6', Burgundy Velvet, Blackout		4
Window Drapes	10' X 4', Burgundy Velvet, Blackout		8
Window Finials	Multi, Heavy Duty		8
Window Tiebacks	Multi, Heavy Duty		10
Window Curtain Rods	2 - 5' rods, 1 - 1' rod, 2 - 16' rods		
Curtain Rod Brackets	Dark Wood		10
Mirror	44" X 54", Wood Framed		2
Wall Sconces with glass lights	Steel, Single Glass Shade		8
Picture	2' X 3', Wood Framed		4
Picture	4' X 3', Wood Framed		3
Wall Sculpture	4' X 3', Steel Framed		3
Wall Sculpture	44" X 51", Steel Framed		1
Clay Potted Plants	30" Diameter, Clay/Resin		5
Table Lamp	33", Brown Base, White Shad		2
Floor Rug	8' X 10', Oriental		3
Yamaha Grand Piano	DGBICD	12107	1
Yamaha Piano Bench	30" X 14", Storage Bench	CA28685	1
Card Tables	36" X 36", Dark Wood		3
High Back Chairs	Wood, Upholstered		12
Coffee table	49", Round, Wood		1
Coffee table	52" X 36", Wood		1
Rounded Ottoman Footstool	37", Dark Wood		1
Square Ottoman Footstool	3' X 3', Dark Wood		1

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Round Table	44", Dark Wood		1
Round Table	23", Dark Wood		3
Round Table	29", Dark Wood		1
Side Table	18" X 60", Dark Wood		1
Podium	47", Light Wood		1
Couch	7', Brown Leather		1
Couch	8', Fabric		1
Sofa Chairs	Faux Leather		2
Queen Ann Chairs	Fabric		6
TV Cabinet with Lift	90" X 31" X 40", Funlite	Model# FC-FMP-3500	1
Chest with drawers	2' X 4', Wood		1
Coat Rack	SAFCO	83854	1
Sanitizer Dispenser			1
Fire Extinguisher	Amerex		1
Magazine Bench	2' X 5', Wood w/ Leather Cushions		1
Keurig Coffee maker			1
AED	Phillips		1
Wall Flower Arrangements			5
Vase Flower Arrangements			8

Palms - Reception Desk

Item	Type	Specifics	Number on Site
Computer Monitor	HP, 19"	3CQ131C84W Model:LE1901	1
Desktop computer	HP Pro 3400 series MT/ Windows 7 Intel core i3	MXL1512VK7	1
Desktop Keyboard	Brand: HP	BDMGHOCUB9BOJE KU-1156	1
Desktop Mouse	Brand: HP	FBNWLOD9W1KM78	1
Computer Chair	Black mesh with nylon base		1
AASTRA Office Phone	AASTRA	OD1438744D/6731i	2
File Drawer	Two wooden drawers		1

Palms - Office

Item	Type	Specifics	Number on Site
Computer Monitor	HPLE1901WN	3CQ131C849	1

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Desktop Computer Tower	HP Pro 3400 series MT	MXL1512VK7 X2938UT#ABA	1
Desktop Mouse	HP	CT-FBNWLOD9W1KM7Y	1
Desktop Keyboard	Gear Head	BDMGH0CVB9B0JE KB8500U	1
Printer	HP Color LaserJet Pro MFP M476dn	CNB8H6H22N6	1
Linksys Modem		KEG0047005465 SD208	1
Office Desk	Three Drawers, Wood, 72" X 33.5"		1
File Drawer	5 Drawer, Wood, 6' X 26.5"		1
Computer Chair	Black mesh with nylon base		1
AASTRA Office Phone	AASTRA/ Model 6731i	OD1438144D 6731i	1
Omnitech Shredder	Paper Shredder	FK101218735 OT-NXC8PA	1
Whirlpool Fridge	Stainless/Double Doors, 6.5 Cubic Feet	SU3229324 BBSFHAXSS02	1
Micro Wave	Brand:Oster (1000 WATT)	TAB61104117023	1
Bulletin Board	Thumb Tack Backing		1
Supply Stand	3 Drawer		1
Ingelo Paper Cutter	Brand: Ingenlo		1
Picture Frame	Brown Wood Frame		2
Window Valance	Red Felt Fabric		1
Blinds	Dark Wood		1

Palms - Office Closet

Item	Type	Specifics	Number on Site
Shelves	Wood, White		5
Audio Cable	Standard	8715G001-A	1
VGA Cable	Standard	5K06202501HL	1
HDMI to VGA Projector Adapter	Brand:Belkin	2286896783	1
Mini DVI to VGA Adapter	Brand:Apple	54759705535	1
Ethernet Cable	Standard		1
AC- Power Cord	Standard	7A125V	1
Low voltage Computer	Standard		1

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cable			
Dynex USB Mouse	Brand: Dynex	11H24A003619	1
Portable Projector Screen	Manual Control		1
Dell Projector	Model 1800MP	CN-OMJ817S0081 17LMT91	1
Boone Portable Expo Board	Expo marker Board		1
SentrySafe	Drop Box Safe		1
Key Box	Key Hangers		1
GreenGuard First Aid Kit	Multi purpose aid kit		1
UltraSteel Tool Kit	110 Pieces	2342043659	1
Ice Coolers	Brand: Island Breeze		2

Palms - Entrance Area

Item	Type	Specifics	Number on Site
Solivita Rug	Grey with 'Solivita' Logo	5' X 6'	1
Trash Can	Squared	32" X 18"	8
Clay Pot	Heavy Clay	24"	9
Clay Pot	Heavy Clay	26"	8
Plant Pot Legs	4 legs per pot		46
Clock	Standard Clock	14"	2
Back Bench	Wood; Back and Arms		1
Bench	Wood; No back		2
Message board	Brand: united Vision	3' X 4'	2
Letter board	Brand: AARCO product Inc.	2' X 3'	1
Bike Rack	Metal rack	Large	2
Flag Poles	N/A	20'	3
Water Fountain	Drink		1
Community Flag	Solivita	24" X 54"	1
Country Flag	American Flag	24" X 54"	1
State Flag	Florida	24" X 54"	1
Urn Plants	Artificial	32"	1
AED Equipment	Philips Heart starter Defibrillator		1

Palms - Aerobic Room

Item	Type	Specifics	Number on Site
Dumb Bells	2 LBS		18
Dumb Bells	3 LBS		23

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Dumb Bells	4 LBS		30
Dumb Bells	5 LBS		19
Dumb Bells	6 LBS		23
Dumb Bells	7 LBS		26
Dumb Bells	8 LBS		11
Dumb Bells	9 LBS		9
Dumb Bells	10 LBS		23
Dumb Bells	12 LBS		10
Dumb Bells	15 LBS		2
Barbell Plates	7.5 LBS		43
Barbell Plates	5 LBS		40
Barbell Plates	2.5 LBS		90
Barbell Plates	Bars		20
Medicine Balls	4 LBS		12
Medicine Balls	6 LBS		4
Medicine Balls	8 LBS		4
Medicine Balls	10 LBS		2
Ankle Weights	1 LB		1
Ankle Weights	2.5 LBS		13
Ankle Weights	4 LBS		8
Body Bars	4 LBS		8
Body Bars	6 LBS		10
Body Bars	9 LBS		11
Body Bars	12 LBS		4
Body Bars	15 LBS		2
Single Loop Bands	Yellow		7
Single Loop Bands	Pink		7
Single Loop Bands	Red		4
Single Loop Bands	Blue		2
Single Loop Bands	Green		1
Long Bands	Red		23
Long Bands	Green-Heavy		3
Long Bands	Green- Light		1
Long Bands	Blue		3
Swiss Balls	Red		8
Swiss Balls	Neon Green		9
Swiss Balls	Dark Green		7
Swiss Balls	Slo-mo Balls		28
Swiss Balls	Bosu Balls		2
Stepper Risers			180

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Platform Steppers			47
Mats	Purple, Yoga		8
Mats	Bi-fold Black Mats		19
Mats	Aeromats		19
Collars for Plate Holders	Plastick Lock Jaws		35
Collars for Plate Holders	Metal Holders		39
TRX Straps			7
White Ball Stands			3
Yoga Blocks			9
Foam Rollers			13
Bar and plate holders			1
Dumb bell rack			2
yoga Lamps			4
folding Table			1
Sound system	Bluetooth, Video, DVD, IPod and iPad Capabilities		1
Chair			1
Bins			4
Stations			2
Bar holder/Rack			1
Shelf			1
Medicine Ball Rack			1

Palms - Main Aerobic Room

Item	Type	Specifics	Number on Site
Chairs			34
TRX straps with hooks	Wall Mounted		7
wooden Bench			3
Cushioned Bench			3
coat hooks			2
Rip core Base			1
Rip core Bars			10
Water filter unit			1
Trash Can			1
Clock			1
Hand Sanitizer			1
Fire Extinguishers			2
Ceiling fans			8

Palms - Business Center

Item	Type	Specifics	Number on Site
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HP LASERJET PRINTER	600M601	CNCCG3S0Y2	1
HP COMPAQ MONITOR LA2006X	HSTND-3201-C, 20"	3CQ2990GTC	1
HP COMPUTER KEYBOARD	KB212-B	CN-04G481-71616-39N- 04IX-A00	1
DELL MOUSE		CN-011D3V-73826-49C- 0BT8	1
DELL WYSE	X16-83932	00039-703-397-836	1
HP COMPAQ MONITOR LA2006X	HSTND-3201-C, 20"	3CQ2990GTV	1
HP COMPUTER KEYBOARD	KB212-B	CN-0DJ454-71581-48T- 046G-A01	1
DELL MOUSE		CN-011D3V-73826-49C- 0CRK	1
DELL WYSE	X16-83932	00039-703-8755-573	1
HP COMPAQ MONITOR LA2006X	HSTND-3201-C, 20"	3CQ2290G4V	1
HP COMPUTER KEYBOARD	KB212-B	CN-0DJ-454-71581-48K- 026M-A01	1
DELL MOUSE		CN-011D3V-73826-49C- 0BT6	1
DELL WYSE	X16-83932	00039-703-397-889	1
COMPUTER CHAIRS			3
COMPUTER CHAIRS			1

Palms - Women's Fitness Locker Room

Item	Type	Specifics	Number on Site
Individual Lockers			10
Shower Rod			1
Shower Curtain			1
Bench			1
Rubber Floor Mats			3
Soap dispenser			2
Paintings			6
Sanitary Napkin Receptacle			1
Double Toilet Tissue holder			6
Paper Towel Dispenser			1
Paper Towel Dispenser w/ Trash Can			1

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Handicap Shower Sea			1
Trash Can			1
Toilet Paper Dispenser	Wall Mounted		6
Trash Cans	Wall Mounted		6
Towel Hooks	Wall Mounted		2

Palms - Men's Fitness Locker Room

Item	Type	Specifics	Number on Site
Individual Lockers			10
Shower Rod			1
Shower Curtain			1
Bench			1
Rubber Floor Mats			3
soap dispenser			2
paintings			1
Sanitary Napkin Receptacle			0
Double Toilet Tissue holder			2
Paper towel dispenser			1
Paper towel dispenser with trash can			1
Handicap shower seat			1
Trash Can			3
Wall mounted toilet seat paper dispenser			2
Wall mounted trash cans			1
Mounted towel hooks			2

Palms - Main Lobby Men's Bathroom

Item	Type	Specifics	Number on Site
Paper Towel Dispenser	Wall Mounted		1
Paper Towel Dispenser w/ Trash Can	Wall Mounted		1
Toilet Seat Cover Dispenser	Wall Mounted		2
Double Toilet Tissue Holder	Wall Mounted		2
Trash Can	Half Moon		1
Picture Frames	35" X 31"		2
Flower Arrangements			1

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Iron Wall Art			1
Palms - Main Lobby Women's Bathroom			
Item	Type	Specifics	Number on Site
Paper Towel Dispenser	Wall Mounted		1
Paper Towel Dispenser w/ Trash Can	Wall Mounted		1
Toilet Seat Cover Dispenser	Wall Mounted		2
Double Toilet Tissue Holder	Wall Mounted		2
Trash Can	Half Moon		1
Supply Dispenser	Wall Mounted		2
Picture Frames	35" X 31"		1
Flower Arrangements			1
Wall Art			1
Palms - Cabana Men's Bathroom			
Item	Type	Specifics	Number on Site
Rubber Floor Mats			3
Soap Dispenser			2
Wall mounted mirror			1
Double Toilet Tissue holder	Wall Mounted		3
Paper Towel Dispenser	Wall Mounted		2
Trash Can	Wall Mounted		3
Paper Towel Dispenser w/ Trash Can	Wall Mounted		1
Trash Cans/Half Moon			1
Toilet Seat Cover Dispenser	Wall Mounted		3
Trash Cans	Wall Mounted		2
Sturdy Station For Babies			1
Palms - Cabana Women's Bathroom			
Item	Type	Specifics	Number on Site
Rubber Floor Mats			3
Soap dispenser			2
Wall mounted mirror			1
Double Toilet Tissue holder	Wall Mounted		3
Paper Towel Dispenser	Wall Mounted		2

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Disposable Trash	Wall Mounted		3
Paper Towel Dispenser w/ Trash Can			1
Trash Cans	Half Moon		1
Toilet Seat Cover Dispenser	Wall Mounted		3
Trash Cans	Wall Mounted		2
Sturdy Station For Babies			1

Palms - Amenity Room Storage

Item	Type	Specifics	Number on Site
Event Tables	Eight Top Tables	60"	10
Event Tables	Ten Top Tables	72"	8
Event Tables	Card Tables	38" X 38"	18
Event Tables	Rectangular Banquet table	30" X 72"	17
Event Chairs			144
Fire Extinguishers			1
Helium tank			1
Microphone Stand	Adjustable, Metal		2
Easels	Metal		3
Podium	Wood		1
TV Stand	Brand: Vutec		1
Power Music tower	15 Amp/ Middle Atlantic	DD-915R	1
Mood Music Steaming Box	'DXM Pro fusion is'	0101431C209637043	1
Crown Audio Amplifier	Amplifier	1160MA	1
Crown Audio Amplifier	Amplifier	180MA	1
Crown Audio Amplifier	Amplifier	14M	1
Crown Audio Amplifier	Amplifier	CTS600	1
Magnavox DVD Player	MWD 200F	03067711A/MWD200F	1
JVC TV	Standard	10812258/AV27430	1

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Solivita Inventory May, 2016

Membership Club		
Item	Type	Number on Site
ID Card Hole Punch		1
ID Card Hole Punch		1
ID Card Printer	Fargo 550	1
ID Card Printer	Fargo DTC1250e	1
ID Card Printer	Fargo DTC1250e	1
ID Card Printer - Ribbon	F-550	1
ID Card Printer - Ribbon	F-1250e	1
ID Card Printer - Ribbon	F-1250e	1
ID Card Printer	F-550 Clean Rollers	1 Box
ID Cards - Blank	\$3.43 ea.	400
Laptop - HP Elite Book 8470p		1
Lanyards - Guest Pass		175
Lanyards - Solivita Resident		300

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Solivita Inventory May, 2016

Palms Tennis			
Item	Type	Specifics	Number on Site
Display Case & Chalk Board			1
Clock			1
Wooden Bench	Brown		1
Large Trash Can			1
Sign With Tennis Rules			1
Clay Court Rake			2
Tennis Court Shoe Brush			1
Wooden Benches	White		4
Tennis Nets			2
Small Trash Cans	At the End of Courts		2
Score boards			2
10.5 Line Sweepers			4
Drag Brooms			3
Elite Drag Broom			1
Screens			12
Palms Pickleball			
Item	Type	Specifics	Number on Site
Nets			4
Screens			10
Benches			2
AED	A15J-06460		1
Large Trash Cans			2
Clocks			2
Display Case			1
Sign w/ Pickleball Rules			1
Squeegee			2
Brushes			2
Roll Squeegee	Roldri		2
Carpets			3
Bocce Ball Courts			
Item	Type	Specifics	Number on Site
Metal Ball Holders			8
Benches	Wooden, Brown		4
Complete Sets of Bocce Balls			2
Large Trash Can			1
Freedom Park Tennis Courts			
Item	Type	Specifics	Number on Site

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Bleachers			2
White Benches			10
Trash Cans			5
Wind Screens			37
Shade Wind Screens			20
(4) Wind Screen	w/ Leather		1
Rollers			14
Brooms			14
Rakes			2
Tennis net			5
Set Score Cards			5
Shoe Brushes			6
Benches			4
Water fountain with canopy			1
Large Garbage can			1
Bulletin Board	With 4 Glass Door		1
Bike Racks			2

Freedom Park Playground

Item	Type	Specifics	Number on Site
Bench			1
Playground Equipment			1 Set

Freedom Park Dog Park

Item	Type	Specifics	Number on Site
Benches			10
Trash Cans	Regular		4
Trash Can	Large		1

Freedom Park Bocce Ball Courts

Item	Type	Specifics	Number on Site
Har-Tru bocce courts			4
Ball holders			16
Benches			10
Umbrella			1
Umbrella stand			1
Brooms			2
Brush			1
Scoreboards			2
Awnings			1
Clock			1

Freedom Park Shuffle Board Courts

Item	Type	Specifics	Number on Site
Concrete courts			6

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Benches			5
Canopies			2
Large Garbage can			1
Scoreboards			6
Broom			1
Squeegee			1

Freedom Park Softball Field

Item	Type	Specifics	Number on Site
Bases	1st Base is a Safety Plate		3
Home plate			1
Batter box green carpet			2
Electric scoreboard			1
Scoreboard			1
Solivita wind screen			2
Benches			1
Clock			1
Shovel			1
Plastic rake			1
Metal rakes			3
Brooms			2
Garbage cans			2
Metal big rakes			2
Orange mats			2
Bleachers with canopy			2
Shelves			4
Roller			1
Red cones			2
Bat racks			6
Safety plate			1
Pen holders			2
Green mats			2
Screen wind net			1
Tee off stand			1
Bike rack			1

Freedom Park Pavilion Between Tennis & Pickleball Courts

Item	Type	Specifics	Number on Site
Clock			1
Canopy			1
Trash cans			2
Ceiling fans			2
Concrete round tables			3

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Concrete seats			9
Freedom Park Pavilion by Pickleball Courts 4 and 7			
Item	Type	Specifics	Number on Site
Bike racks			2
Grills			4
Picnic Tables with Benches	Metal		2
Fans			2
Set bleachers			1
Benches outside courts			3
large trash can			1
Freedom Park Pickleball Courts 1-7			
Item	Type	Specifics	Number on Site
Pickleball nets			7
Court numbers			7
Small trash cans			5
clocks			3
Benches			6
Windscreens			6
Mats			3
Squeegees			4
Rollers			3
Brooms			2
Windsock			1
Bulletin Board	Outdoor Rated, 3 Panel, Glass Enclosed		1
Freedom Park Pickleball Courts 8-13			
Item	Type	Specifics	Number on Site
Pickleball nets			6
Trash cans			4
White benches			4
Clocks			2
Wind screens			12
Large broom			1
Rollers			4
Squeegee			6
Picnic tables			2
Freedom Park Cooperstown Pavilion			
Item	Type	Specifics	Number on Site
Bulletin Board	Outdoor Rated, Enclosed		1
Water Fountains			2
Trash cans			3

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Grills			2
Cooperstown signs			2
Fans			3
Freedom Park Wimbledon Pavilion			
Item	Type	Specifics	Number on Site
Wimbledon signs			2
Water fountains			2
Fans			3
Grills			2
Trash cans			2
Freedom Park Shed			
Item	Type	Specifics	Number on Site
Bags Turface			35
Course Sand	50 LB Bags		5
Lime	50 LB Bags		5
Florida Blend Clay w/ Binder	Bags		16
Course Blend Har- Tru	75 LB Bags		12
Hydroblend w/o Binder	50 LB Bags		38
Hot Water Heater			1
Utility Sink			1
Chalk Boxes	1 Small/1 Large		2
Wide Har-Tru Brooms	For Courts		4
Scorekeeper Chair			1
Nail Dragger			1
Wheel Barrows			2
Spool String			1
Ladder	Metal		1
Tennis Nets	Old		3
Windscreen			1
Trash Can	Large		1
Roller			1
Court Pac Pro Machine		SN: 6037/Model#2500PU	1
Hand Rake	For Softball Field		1
Hand Rakes Har Tru			3
Plastic Bin	Miscellaneous Maintenance Items		1
Plastic Bin	30 Bowling Pins		1
Water Hoses			2
Shovel			1
Kiddie Pools			3

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Plinko Board			1
Tennis Ball Machine w/ Remote	Lobster Pro		1
Storage Locker	Metal		1
Rake for Softball Field	Metal		1
Plastic Kid's Bat			1
Rubber Mallets	YOLF		4
Plastic Rings	YOLF		6
Softballs			16
Shuffleboard Discs	Yellow		8
Shuffleboard Discs	Black		8
Horseshoes			14
Scoreboard remote			1
Water fountain			1
Bulletin Board	Outdoor Rated, 3 Panel		1
Rollers			3
Pickleball Net	New		1
Leaf Blowers			3
Set Score Cards	New		1

Venezia Tennis Courts

Item	Type	Specifics	Number on Site
Asphalt Tennis Courts			2
Water Fountain			1
Large Trash Can- outside gate			1
White Benches			4
Awning on court			1
Tennis Nets			2
Windscreens on gates			2
Windscreens on Fence			13
Sets score cards			2
Small trash cans			2
Rollers			2
Squeegee			1

Basketball Court

Item	Type	Specifics	Number on Site
Basketball Goal			1
Pad for goal post			1
Basketball Net			1
Trash Can			1
Ball Catching Net	12' X 20'		1

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Solivita Inventory May, 2016

Starlite Ballroom Hallway			
Item	Type	Specifics	Number on Site
Bench		cloth benches	5
Sanctions		Silver	4
Sanctions		Black	11
High Top tables	Core-a-gators	round	4
pictures		20 x 30	8
plano with bench	Baby Grand	black	1
photo picture		36 x 48	1
Ballroom Inside and Storage			
Chairs		attaching Ballroom chairs	487
Round tables	Core-a-gators	8 top-60'	27
Round tables	Core-a-gators	10 top-72'	5
banquet tables	Core-a-gators	6 ft banquet tables gray	37
banquet tables	Core-a-gators	6 ft banquet tables white	4
Card tables		Black	6
Card tables		White	15
Stairs		rolling	1
Clothing rack			1
Curtains		Black	7
Curtains	Side stage	15 1/2' high by 24'	2
Curtains	Back of stage	19 1/2 'high by 16' blue	1 front and two sides
Curtains	Storage area	8' 6" by 9'	1
Podium		wooden	1
Garbage Cans		Gray	7
Garbage Cans		Brass	3
Pictures		37x57	2
Flags		American and Florida	2
Quarter Round tables		wooden	2
Chair hand truck			3
Mirrors		12X48	2
Easels		Black	4
Easels		Gold	2
Cart for the tables			7
Ballroom Outside Storage			
Cart for the chairs			5
Event Chairs		hard plastic folding chairs	200

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Round tables	Core-a-gators	10 tops	3
Round tables		8 tops wooden white	7
Round tables		8 tops wooden gray	18
Garbage cans		Large	2
Stairs		Man made wooden	1
Ballroom Audio Visual			
Stage Lights	Source Four LED Lustr+2	7461A1051	2
Video Cameras w/power cables		Sol HFG30 – #1, Sol HFG30 – #2, Sol #2 older	3
Damaged Video Camera		Sol #1 older	
Tripods		With shoes	3
Video Switcher w/power cables		V-40HD Multi-format	1
Communication headsets		1 master and 3 slaves	4
Monitor combo	Sonic	View 16" HDTV/DC	2
Mics for video camera	RODE		3
Transmitter and Receivers	PSET Avenview	HDMC 61 PSET	4
Hyper deck Shuttle			1
Electric extension cords			3
5 outlet electric splitter cable			1
HDMI cables			14
Audio Cables		White	4
connecting wire		large reel of 5 colors	1
Recorder	H264 Pro		1
Docking station	Voyager Q		1
GB	Kingston SSD 240 GB		1
Surround sound speakers	JBL A160735	Model # 8330	10
Sub Speakers	JBL K-19T-003122-A	Model # 19CST	8
Ceiling Speakers	JBL		41
3 Speakers together in Ballroom	QSC Liners	Model# KLA12	2 sets
AC (Split Units)	Team Air		2
Sequential Switch System		SACR 191	2
Speaker Monitor	Switch- Selector		1
Speaker Selector		RDL RCX-5C	1
CD/Cassette	DENON		1
Pre-Amplifiers	Crown	28M	3
5 CD Changer	DENON	DCM/390	1
5 CD Changer	DENON	DCM/360	1
Pre-Amplifiers	DENON	14M	1
Amplifier	JBL	MPC600T	1

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Amplifier	Crown	CTS600	1
Auditory Assistance Transmitter	PPATH		1
Hearing Impaired receivers	Williams Sound	Personal PA-FM	9
DVD Player	DENON	Dn-V210	1
AV Surround System Pre-Amplifier	DENON	DN-A7100	1
Modem	SISCO	472HDC	1
CD/DVD Player	Phillips	VAS	1
AMP	MPX600		2
AMP	MPX300		3
Equalizer	DBX	Limited Model 2231	1
Equalizer	DBX	Limited Model 2031	1
Equalizer	DBX	Limited Model 2215	1
Portable speakers	JBL	EON	2
DVR/CD	ARM Electronics	Rec Model #DVR4CD	1
Monitor Screen	Gateway		1
TV Monitor	RCA		1
Back up power cord	APC	POWER 400	1
Network Switch	Dell Power Connect	2724	1
Network Switch	Dell Power Connect	2224	1
Power Sum Panel (Network)	Lucent	1100 PSE	1
Poe Hub	Lucent		1
Internet Modems	Honeywell		2
Snake	Sound Barrier	32 Channel	1
Surge Protector	APC		1
Stage Lighting	Midget II		2
Projector	In Focus DLP	Model #IN5552L	1
Projector Screen		20 by 14	
Subwoofers			2
Halogen overhead Stage Lights			10
LED overhead stage lights			6
LED overhead Light strips			2
Projection Stage Lights			10
Wired microphones w/mute	Shure	SM58	2
Wired microphones	Shure	SM58	3
Wired microphones	BG 2.1		1
Microphone holders	Shure		2
Microphone cords		Male end	3
microphone cords			9
VGA Cords for computer			3
Power cord		computer	1
Projection lamp bulbs		Model # POA-CMP39	4

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Wireless microphones	Shure		4
Lavallere	Shure		1
Sound Board	Spirit	Folio Notepad RW5353	1
Ballroom Stage Extensions			
Spot Light risers		4 ft square	4
rectangle extension		4 by 2	1
Stage Extension		4ft by 8 ft	14
Extension stabilizers		40"	6
Extension stabilizers		43"	6
Extension stabilizers		41"	4
Extension stabilizers		39 1/2"	14
Extension stabilizers		21 1/4"	3
Extension stabilizers		8' 4"	6
Extension stabilizers		7' 5"	6
Legs		32 1/2"	52
Legs		40"	40
Legs		13 1/2"	48
Legs		29"	14
Legs		40 1/2"	13
Legs		5 1/2"	22
Cross Bar leg holders			91
Clamps			37

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Satellite Pool							
Satellite Pool	Address	Chaise Lounges	Club Chair	sm table	large table	umbrel la	cloc k
Rainbow Lakes #1	333 Rock Spring Dr	19	29	3	8	6	1
Rainbow Lakes #2	305 Crystal River Dr	19	29	4	6	6	1
Terra Vista #5	153 Glendora Rd.	19	24	4	8	8	1
Terra Vista #6	764 Shorehaven Dr	17	27	4	6	6	1
Flora Vista #7	1149 Glendora Rd.	17	27	5	6	6	1
Flora Vista #8	381 Davinci Pass	21	24	4	6	6	1
Capri #4	154 Acadia Dr	19	29	6	6	7	1
Candlewood #3	320 Bell Tower Crossing West	16	32	2	6	6	1

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Maintenance				
Item		model	serial	total
TOOLS				
500 gallon water tank				1
5' diamond plate tool box				1
4000 psi pressure washer		Honda	5CP3120	1
4000 psi pressure washer		Honda	EZ4040G	1
pressure washer hose reel				4
pressure washer lance		Giant	21290c	2
pressure washer tips		various		12
pressure washer 50' hose				4
sand blasting cabinet		Central Pneumatic	42202	1
wood plainer		Dewalt	2008-28-CTO94316	1
sliding miter saw		Dewalt	7749	1
14" wood band saw		Dayton	4TJ91	1
Metal band saw		Delta	RF92	1
heavy duty bench grinder		Ryobi	999	1
table top vice grip				1
13" drill press		Dayton	32993C	1
Fas-Kit-misc-screws-boxes				12
Retracta auto wind hose reel		Retracta		1
A-frame work horse		Delta		4
24 outlet electrical tree stand		custom made		1
4' shop fan			BF42BD	1
Genie scissor lift		GS1930		1
12' Ladder				1
10' Ladder				1
8' Ladder				2
6' Ladder				2
3.5 amp oscillating tool		Rockwell	RK5131K	1
Oscillating saw		Ridgid	CS12455DC29c42	1
23 Gauge pin nail		Central Pneumatic	68022	1
Angle grinder/sander		Rockwell	RK5100K	1
Biscuit Joiner		Ryobi	BB0811-97957	1
Turbo dryer Sahara 1			Floor fan	1
floor work lights		ultitech		1
Sander		Dewalt	D26451	1
Heat Gun		Chicago	96289	1
Finish nail gun			Fn2506	1

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Circular Saw		Dewalt	854249	1
Oscillating Saw		Ridgid	CS12455DC29642	1
Electrical Blower		Homelite	6T42100-A	1
Sander		Dewalt		1
Router		Bosch		1
Shop Vac		Ridgid		1
Tempo/501 electrical wire tracker		Greenlee		1
Dewalt	circular saw 12"	Dewalt	DW716	1
Dewalt	circular saw 10"	Dewalt	DWE74911	1
Imglo	compressor			1
Porter Cable Drill		PC	PCE201	1
Orbital Sander		Dewalt	D26451	1
Jig Saw		Dewalt	DW317	1
Circular Saw 7 1/4"		Dewalt	DWE5755B	1
Sonic Crafter Trim saw		Rockwell	RK513K	1
Pneumatic Nail Gun		Central Pneumatic	24 gal	1
Pneumatic Nail Gun		Central Pneumatic	18 gal	1
Drill		Dewalt	DWD115	1
Drill		Dewalt	DCF85	1
Drill		Dewalt	DCD771	1
Ratchet Set		Various	misc	80 pc
Kawasaki	Mule Work Golf Cart	Green		1
One man scissor lift		JLG 15AMI		1

Maintenance Vehicles				
MAKE	ASSIGNED	MODEL	VIN	
Closed utility trailer/ Housekeeping		Pace	vin# 53BPTEA18EU010710	
Open utility trailer/ Maintenance			vin# 1XNV612T1E1053330	1
Open utility trailer/ Maintenance			Vin# 5D1S1UA11DG006464	1
Open utility trailer/ Maintenance			Vin# 5D1DA1319AG003285	1
CHEVY	Solivita Maintenance	C/K 2500	1GCGC24K6RE204802	1
CHEVY	Solivita Housekeeping	ASTRO	1GCDM19W61B113752	1
CHEVY	Solivita Maintenance	ASTRO	1GCDM19W41B112681	1
CHEVY	Solivita Maintenance	ASTRO	1GCDM19X45B115899	1

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CHEVY	Solivita Maintenance	EXPRESS	1GCFG15X761135612	1
FORD	Solivita Maintenance	BUCKET	1FDXF46P26EB56978	1
CHEVY	Solivita Maint Director- lease	Silverado	3GCPCREC6EG224194	1
CHEVY	Solivita Maintenance- lease	EXPRESS	1GCSGAFX5E1134695	1

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EXHIBIT E

CONTRACTS

(Other than Leases reflected on Exhibit F)

Contract Name	Nature of Contract	Term
Amerigas	Propane supply for pools & spas	4/1/2016 - 4/1/2019
Brighthouse	Facility Cable & Internet & Phone	4/10/2013 for 36 mths-expired but still in effect
Cintas	Solivita Mats	11/26/12 for 60 mths-expired but still in effect
Cintas	Maint. Staff Uniforms	12/20/10-auto renewal
Document Technologies	Copy/Printer/Scanner	6/25/2013-auto renewal
Denkeith Tennis Management	Tennis, Bocceball & Pickleball courts maintenance	1/1/16 - 12/31/16
Elite Fitness	RSF & The Palms fitness equipment maintenance	expired pending new contract
FloraLawn	Landscape Contract Effective 11-1-16	2 years
Konica Minolta`	Copy/Printer/Scanner	2/20/14 for 60 mths
Mainscape	Landscape Contract Current	11/1/13 for 36 mths
Massey	Pest Control	expired pending new contract
Meadowoods A/C	A/C & re Fridgeration maintenance	1/29/2013-expired but still in effect
Mood Media	Music subscription	8/2/2013 for 54 mths
Overflow	Community Channel	1/29/16 for 12 mths.
Overflow	Reflections	1/29/16 for 12 mths.
Production Systems & Design	Fire alarm monitoring - Ballroom	4/27/07 auto renewal
Production Systems & Design	Fire alarm monitoring - Lago Vista	6/26/13 auto renewal
Production Systems & Design	Fire alarm monitoring - The Palms	12/24/07 auto renewal
RD Pool Maintenance	Pool Maintenance	expired pending new contract
Republic Services	Trash Collection services	6/11/13 for 36 mths.-auto renewal
Thyssenkrupp Elevator	Elevator Maintenance	expired pending new contract

EXHIBIT F

LEASES

(Other than reflected on Exhibit E)

Contract Name	Nature of Contract	Term of Lease
Ally Financial	Vehicle 1	3/13/2014 for 48 mths.
Ally Financial	Vehicle 2	3/ 13/16 for 61 mths.
Leasing Innovations	Fitness Equipment RSF (contract to follow)	3/11/13 for 48 mths.
Leasing Innovations	Fitness Equipment The Palms	4/16/15 for 48 mths.
Neopost	Postage Meter	1/27/15 for 36 mths.
Pan American Dragon Boat	2 Dragon Boats	2/1/16 for 12 mths.

EXHIBIT G

FORM OF SPECIAL WARRANTY DEED

Prepared By and Return to:

GrayRobinson, P. A.
Attn Joseph P. Covelli, Esquire
401 East Jackson Street, Suite 2700
Tampa, FL 33602

SPECIAL WARRANTY DEED

THIS INDENTURE, made this ____ day of ____, 2016, between AVATAR PROPERTIES, INC., a Florida corporation, whose address is 8601 N. Scottsdale Rd, Suite 225, Scottsdale, AZ 85253 (hereinafter called the "Grantor"), and POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes, whose address is _____ (hereinafter called the "Grantee").

W I T N E S S E T H :

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), lawful money of the United States of America, to it in hand paid by the Grantee at or before the ensealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm, unto Grantee and its successors and assignees forever, all that certain parcel of land lying and being in the County of Polk, State of Florida, as more particularly described on Exhibit "A" hereto (the "Property").

This conveyance is made subject to:

1. Taxes for the year 2016 and thereafter;
2. Zoning and other regulatory laws and ordinances; and
3. All defects, liens, encumbrances, adverse claims and other matters appearing in Exhibit B attached hereto and incorporated by reference. [TO INCLUDE THE LIST OF PERMITTED EXCEPTIONS]

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described Property, with the appurtenances, unto the said Grantee, its successors and assigns, in fee simple forever.

AND the Grantor does specially warrant the title to said Property subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

WITNESSES:

AVATAR PROPERTIES, INC.,
a Florida corporation

(Signature)

(Printed Name)

(Signature)

(Printed Name)

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of AVATAR PROPERTIES, INC., a Florida corporation, on behalf of such corporation, who is personally known to me or who has produced a _____ (state) driver's licenses or _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT H

ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND LEASES

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS AND LEASES (this "Assignment") is made, entered into, and effective as of _____, 2016 (the "Effective Date"), by and between **AVATAR PROPERTIES, INC.**, a Florida corporation ("Transferor") and **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("Transferee").

RECITALS

A. Transferor owns the real property in Polk County, Florida described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property"); and

B. Transferor has conveyed the Property to Transferee simultaneously herewith in accordance with the terms and conditions of that certain Asset Sale and Purchase Agreement executed between Transferor and Transferee (together, the "Agreement"); and

C. Transferor has agreed to sell, convey, transfer, assign, set over, and deliver to Transferee, all of Transferor's right, title and interest in all outstanding labor, service, equipment, supply, maintenance, concession, utility and operating contracts and leases, included vendor agreements, capital leases, operating leases, and any amendments thereto, to which Transferor is a party and which relate to the Property and the improvements and structures located thereon, which on the Effective Date include those "leases" described on Exhibit B-1 and all "other agreements" described on Exhibit B-2, which are attached hereto and incorporated herein by reference (collectively, the "Contracts"); and

D. Transferee has agreed to assume the duties of Transferor under the Contracts arising from and after the Effective Date.

AGREEMENTS

NOW, THEREFORE, in consideration of the recitals, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Transferor and Transferee agree as follows;

1. **Assignment.** As of the Effective Date, Transferor does hereby grant, bargain, convey, transfer, assign, set over, abandon and deliver, unto Transferee, all of Transferor's right, title, and interest in and to the Contracts, to the extent such Contracts are assignable.

2. **Assumption of Contracts.** Transferee hereby assumes the obligations, liabilities and duties of Transferor under or arising out of the Contracts and shall faithfully perform and comply with all of the covenants, terms, provisions and agreements contained in or pertaining to the Contracts to be performed, and complied with, by Transferor thereunder, but solely to the

extent arising from and after the Effective Date. Transferor agrees that Transferor shall retain all obligations and liabilities under the Contracts which arose prior to the Effective Date and Transferor further agrees that Transferor shall defend, indemnify and release the Transferee for any obligations and liabilities arising under the Contracts which arose prior to the Effective Date.

3. "AS IS" Transfer.

(a) Except to the extent of the representations and warranties contained in the Agreement which expressly survive Closing, the Contracts are being transferred "AS-IS, WHERE-IS" "WITH ALL FAULTS" AS OF THE EFFECTIVE DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED EXCEPT AS TO REPRESENTATIONS AND WARRANTIES OF TRANSFEROR SET FORTH IN THE AGREEMENT, IN THE CONVEYANCE AND TRANSFER DOCUMENTS EXECUTED BY TRANSFEROR AT CLOSING OF THE TRANSACTION CONTEMPLATED IN THE AGREEMENT OR HEREIN. EXCEPT TO THE EXTENT OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT WHICH EXPRESSLY SURVIVE CLOSING, TRANSFEEE HAS, AT ITS SOLE COST AND EXPENSE, CONDUCTED AND IS RELYING EXCLUSIVELY UPON ITS OWN INDEPENDENT INVESTIGATION IN THE EVALUATION OF THE CONTRACTS.

(b) Transferee further acknowledges that Transferee (i) had ample opportunity to and has, in fact, fully inspected and examined the Contracts, (ii) knows the Contracts in all respects, (iii) is not relying upon any representations, statements or warranties that have at any time been made by the Transferor or the Transferor's agents as to the Contracts in any respect except as set forth in this Agreement, (iv) accepts the Contracts "AS IS" and under their present term and condition, and (v) acknowledges that the consideration given by Transferee takes into account all aspects of the Contracts.

4. Further Assurances. The parties hereby agree, without further consideration, to take any and all further action, including, without limitation, the execution, acknowledgement and delivery of any and all further deeds, assignments, conveyances, assumptions, other assurances, documents and other instruments of transfer or assumption and take such other actions consistent with the foregoing that the other party may reasonably request in order to effect the intent and purposes of this Assignment and the transactions contemplated hereby.

5. Successors and Assigns. This Assignment shall be binding upon: the Transferor and each of its successors and permitted assigns (if any) and the Transferee and each of its successors and permitted assigns (if any). This Assignment shall inure to the benefit of: the Transferor, the Transferee, and the respective assigns and successors (if any) of each of the Transferor and the Transferee.

6. Waiver.

(a) No failure on the part of any person to exercise any power, right, privilege or remedy under this Assignment, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Assignment, shall operate as a waiver of such

power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No person shall be deemed to have waived any claim arising out of this Assignment, or any power, right, privilege or remedy under the Assignment, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

7. Construction.

(a) For purposes of this Assignment, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) As used in this Assignment, the words "include" and "including" and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

8. Governing Law; Miscellaneous.

(a) This Assignment shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflict of law principles.

(b) In the event legal proceedings are instituted to enforce or interpret this Assignment or any provision hereof, the substantially prevailing party shall be reimbursed all reasonable attorneys' fees and expenses incurred in connection therewith.

(c) This Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the Effective Date.

TRANSFEROR:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

AVATAR PROPERTIES, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

(Signature)

(Printed Name)

(Signature)

(Printed Name)

TRANSFeree:

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT,**
a special purpose unit of local government
established pursuant to Chapter 190, Florida
Statutes

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B-1

Leases

AGREEMENT
DESCRIPTION

AGREEMENT
DATE

CURRENT PARTIES

COMMENTS

EXHIBIT B-2

Other Agreements

<u>AGREEMENT DESCRIPTION</u>	<u>AGREEMENT DATE</u>	<u>CURRENT PARTIES</u>	<u>COMMENTS</u>
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EXHIBIT I

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **AVATAR PROPERTIES, INC.**, a Florida corporation (hereinafter referred to as the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer, assign and deliver to **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as the "Grantee"), its successors and assigns, all of Seller's right, title and interest, if any, in and to the personal property of the Grantor located upon or comprising part of the real property described on Exhibit A attached hereto and incorporated herein (the "Real Property") or the improvements and structures located on the Real Property ("Improvements"), to the extent assignable, including, without limitation, the following (collectively, "Personal Property"):

i. Grantor's rights in and to the fixtures, furniture and equipment and any and all other personal property pertaining to the Real Property and Improvements as more fully described in the Asset Sale and Purchase Agreement between the parties, including but not limited to the tangible personal property more particularly described on Exhibit B;

ii. Grantor's rights in and to any and all certificates of occupancy, licenses, permits, and other governmental approvals and other issued entitlements pertaining to the Real Property and the Improvements, and the use thereof;

iii. Grantor's rights under any existing warranties pertaining to the Real Property and the Improvements that are assignable;

iv. Grantor's rights, entitlements, development rights and any other appurtenances to the Real Property and the Improvements, including, but not limited to, rights of ingress and egress, any and all subsurface rights, mineral rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways;

v. Grantor's rights in and to all inventories, supplies, materials and stock in trade, including, but not limited to, all inventories of food, beverages, goods and merchandise held for consumption or sale and other maintenance and laundry supplies.

Except to the extent of the representations and warranties contained in the Agreement which expressly survive Closing, the Personal Property is being transferred "AS-IS, WHERE-IS" "WITH ALL FAULTS" AS OF THE EFFECTIVE DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED EXCEPT AS TO REPRESENTATIONS AND WARRANTIES OF TRANSFEROR SET FORTH IN THAT CERTAIN ASSET SALE AND PURCHASE AGREEMENT EXECUTED BETWEEN GRANTOR AND GRANTEE (TOGETHER, THE "AGREEMENT"), IN THE CONVEYANCE AND TRANSFER DOCUMENTS EXECUTED BY GRANTOR AT CLOSING OF THE TRANSACTION CONTEMPLATED IN THE AGREEMENT OR HEREIN. GRANTEE HAS, AT ITS SOLE

COST AND EXPENSE, CONDUCTED AND IS RELYING EXCLUSIVELY UPON ITS OWN INDEPENDENT INVESTIGATION IN THE EVALUATION OF THE PERSONAL PROPERTY.

Notwithstanding the forgoing, Grantor represents and warrants to the Grantee that Grantor has not previously conveyed, assigned, or pledged its interest in the Personal Property and that the Personal Property is conveyed free and clear of liens and encumbrances created by, through or under Seller.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has executed this Bill of Sale to be effective as of the _____ day of _____, 2016 ("Effective Date").

EXECUTED IN THE PRESENCE OF:

GRANTOR:

(Signature)

(Printed Name)

(Signature)

(Printed Name)

AVATAR PROPERTIES, INC.,
a Florida corporation

By: _____

Name: _____

Title: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ as _____ of Avatar Properties, Inc., a Florida corporation, on behalf of the company, who is personally known to me or has produced _____ (state) driver's license or _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Notary Public (Signature)

(Printed Name)

ACCEPTED AND ACKNOWLEDGED:

_____, a _____

By: _____

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

TANGIBLE PERSONAL PROPERTY

EXHIBIT J

RESERVED

**EXHIBIT K
RESERVED**

EXHIBIT L

RESERVED

EXHIBIT M

ASSIGNMENT AND ASSUMPTION OF LICENSES AND PERMITS

THIS ASSIGNMENT AND ASSUMPTION OF LICENSES AND PERMITS (this "Assignment") is made and entered into as of _____, 2016, by and between **AVATAR PROPERTIES, INC.**, a Florida corporation ("Transferor") and **POINCIANA COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established pursuant to Chapter 190, Florida Statutes ("Transferee").

R E C I T A L S:

A. Contemporaneously with the execution and delivery of this Assignment, Transferor has conveyed to Transferee all of Transferor's right, title and estate in and to the real property more particularly described in Exhibit A attached to and made a part of this instrument (the "Real Property").

B. Transferor has conveyed the Real Property to Transferee simultaneously herewith in accordance with the terms and conditions of that certain Asset Sale and Purchase Agreement executed between Transferor and Transferee (together, the "Agreement"). Any initial capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

C. Transferor and Transferee have agreed that Transferor shall transfer and assign to Transferee all right, title and interest of Transferor in and to all governmental permits and approvals, registrations and business or other licenses and occupancy certificates associated with the Real Property, the Club Operation, the Planned Community Improvements, and the other licenses and permits as described in Exhibit B attached and made a part of this instrument (collectively, the "Licenses and Permits").

D. Transferor and Transferee have further agreed that Transferee shall expressly assume all of the obligations of Transferor under each of the Licenses and Permits.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, Transferor and Transferee agree as follows:

1. **Transfer and Assignment.** Transferor hereby transfers, assigns, delivers and conveys to Transferee, its successors and assigns, all right, title and interest of Transferor in, to and under the Licenses and Permits. Transferor agrees to assist and coordinate with Transferee to cause the transfer or assignment of the Licenses and Permits to the Transferee for any such Licenses and Permits to the extent additional instruments and documents are required to effectuate such transfer or assignment, including but not limited to the filing of all applications necessary to effectuate the transfer of same.

2. **Assumption of Obligations.** Transferee assumes and agrees to observe, perform, carry out and discharge on time and in full all of the obligations and duties of Transferor under each of the Licenses and Permits for that period of time from and after the date of this Assignment.

3. **"AS IS" Transfer.**

(a) Except to the extent of the representations and warranties contained in the Agreement which expressly survive Closing, the Licenses and Permits are being transferred "AS-IS, WHERE-IS" "WITH ALL FAULTS" AS OF THE EFFECTIVE DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED EXCEPT AS TO REPRESENTATIONS AND WARRANTIES OF TRANSFEROR SET FORTH IN THE AGREEMENT, IN THE CONVEYANCE AND TRANSFER DOCUMENTS EXECUTED BY TRANSFEROR AT CLOSING OF THE TRANSACTION CONTEMPLATED IN THE AGREEMENT OR HEREIN. EXCEPT TO THE EXTENT OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT WHICH EXPRESSLY SURVIVE CLOSING, TRANSFEEE HAS, AT ITS SOLE COST AND EXPENSE, CONDUCTED AND IS RELYING EXCLUSIVELY UPON ITS OWN INDEPENDENT INVESTIGATION IN THE EVALUATION OF THE LICENSES AND PERMITS.

(b) Transferee further acknowledges that Transferee (i) had ample opportunity to and has, in fact, fully inspected and examined the Licenses and Permits, (ii) knows and is satisfied with the Licenses and Permits in all respects, (iii) is not relying upon any representations, statements or warranties that have at any time been made by the Transferor or the Transferor's agents as to the Licenses and Permits in any respect except as set forth in this Agreement, (iv) accepts the Licenses and Permits "AS IS" and under their present term and condition, (v) acknowledges that the consideration given by Transferee takes into account all aspects of the Licenses and Permits, and (vi) agrees that Transferee shall be responsible, at Transferee's sole cost and expense, for all matters required to permit the approval of such assignment by any applicable governmental agency having jurisdiction over the Licenses and Permits to Transferee, including but not limited to promptly satisfying all conditions and compliance issues relating to the Licenses and Permits to permit assignment to Transferee as soon as possible following the effective date of this Assignment.

4. **Governing Law.** This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Florida.

5. **Binding Effect.** This Assignment shall be binding upon the parties hereto and their respective successors and assigns and shall, except as otherwise set forth in this Assignment, inure to the benefit of only the parties hereto.

6. **Counterparts.** This Assignment may be executed in one or more counterparts and the signature of any party to any counterpart may be appended to any other counterpart, all of which counterparts when taken together shall equal one Assignment.

[signature page follows]

IN WITNESS WHEREOF, Transferor and Transferee have caused this instrument to be executed under seal, all the day and year first above written.

TRANSFEROR:

AVATAR PROPERTIES, INC.,
a Florida corporation

By: _____
Name:
Title:

TRANSFeree:

**POINCIANA COMMUNITY
DEVELOPMENT DISTRICT,**
a special purpose unit of local government
established pursuant to Chapter 190,
Florida Statutes

By: _____

EXHIBIT "A"

REAL PROPERTY

EXHIBIT "B"

LICENSES AND PERMITS

	Licenses and Permits	
	Music and Movies Licenses	
Licenses Name	Nature of License	Expires
ASCAP-500703354	DJ, Karaoke and live entertainment	yearly expires 04-13-2017
ASCAP-500703351	Piped in music	yearly expires 4-20-2017
SESAC	Piped in music	yearly expires 1-1-2017
MPLC	Movies	yearly expires 8-1-2017
	Occupational Licenses	
Polk County	Flea Markets	yearly expires 9-30-2017
	Elevators Permits	
State of Florida Department of Business and Professional Regulations	Elevator-58815 Ballroom	yearly expires 8-1-2017
State of Florida Department of Business and Professional Regulations	Elevator-56823 Bistro	yearly expires 8-1-2017
State of Florida Department of Business and Professional Regulations	Elevator-56749 RSF	yearly expires 8-1-2017
	Pools and Spas Permits	
State of Florida Department of Health	333 rock spring Dr-Rainbow Lakes pool#1	yearly expires 6-30-2017
State of Florida Department of Health	305 crystal river Dr-Rainbow Lakes Pool #2	yearly expires 6-30-2017
State of Florida Department of Health	154 Acadia Dr-Capri Pool #4	yearly expires 6-30-2017
State of Florida Department of Health	320 Bell Tower Crossing West-Candlewood Pool #3	yearly expires 6-30-2017
State of Florida Department of Health	153 Auburn Drive.-Terra Vista Pool#5	yearly expires 6-30-2017

State of Florida Department of Health	764 Shorehaven Dr-Terra Vista Pool #6	yearly expires 6-30-2017
State of Florida Department of Health	1149 Glendora Rd.-Flora Vista Pool #7	yearly expires 6-30-2017
State of Florida Department of Health	381 Davinci Pass-Flora Vista #8	yearly expires 6-30-2017
State of Florida Department of Health	100 Rialto Rd.-Venezia Pool	yearly expires 6-30-2017
State of Florida Department of Health	100 Rialto Rd.-Venezia Spa	yearly expires 6-30-2017
State of Florida Department of Health	101 Torino Lane-Lago Vista Pool	yearly expires 6-30-2017
State of Florida Department of Health	1055 San Clemente Ave-Palms Spa 1 and 2	yearly expires 6-30-2017
State of Florida Department of Health	1055 San Clemente Ave-Palms Pool	yearly expires 6-30-2017
State of Florida Department of Health	394 Village Drive-RSF Pool Indoor	yearly expires 6-30-2017
State of Florida Department of Health	394 Village Drive-RSF Pool Outdoor	yearly expires 6-30-2017
State of Florida Department of Health	394 Village Drive-RSF Spas 1 and 2	yearly expires 6-30-2017
State of Florida Department of Health	501 Sorrento Drive-Bella Viana Spa	yearly expires 6-30-2017
State of Florida Department of Health	501 Sorrento Drive-Bella Viana Pool	yearly expires 6-30-2017

EXHIBIT N

RESERVED

EXHIBIT O
LITIGATION

NONE

EXHIBIT P

RESERVED

EXHIBIT Q

RESERVED

EXHIBIT R

PLANNED COMMUNITY IMPROVEMENTS

Newly-Constructed Improvements

Performing Arts Building (construction of facility similar to Starlite Ballroom and attendant facilities; size to be determined later but estimated to be a minimum of 500 seats and a maximum of 1000 seats)

Health and Fitness Center and Other Recreation Amenities (construction of facility similar to the Palms Amenity Complex; may include but not be limited to a zero depth pool(s), resistance pool(s), lap pool(s), gym facilities, pickle ball courts and/or other recreational facilities)

Reconstructed Improvements

Mosaics Restaurant and Starlight Ballroom (interior, additional outdoor seating, etc.)

Waterfront Café and Arts & Crafts Facilities (interior, additional outdoor seating, etc.)

EXHIBIT S

LEGAL DESCRIPTION OF REAL PROPERTY ON WHICH SALES CENTER AND ADMINISTRATIVE BUILDING IS LOCATED

TRACT G SALES AND ADMINISTRATION

LEGAL DESCRIPTION:

Tract G together with a portion of Village Drive, per the plat of Solivita Phase I, as recorded in Plat Book 112, Pages 1 through 14 of the Public Records of Polk County, Florida; being more particularly described as follows:

Begin at the Northwest Corner of Tract G; thence along the boundary of Tract G the following courses: thence S 87°35'41" E a distance of 57.17'; thence N 02°00'05" E a distance of 38.05'; thence S 87°59'55" E a distance of 128.39' to the point of curvature of a curve to the right having a radius of 75.00', a chord bearing of S 66°56'51" E, and a chord length of 53.88'; thence Southeasterly along the arc of said curve through a central angle of 42°06'07", an arc length of 55.11' to the point of tangency; thence S 45°53'48" E a distance of 130.97'; thence S 17°53'24" W a distance of 149.70'; thence S 72°00'53" E a distance of 83.22' to the point of curvature of a curve to the right having a radius of 75.00', a chord bearing of S 45°00'35" E, and a chord length of 68.33'; thence Southeasterly along the arc of said curve through a central angle of 54°12'03", an arc length of 70.95'; thence leaving said curve S 72°06'38" E a distance of 149.17' to a point on a non-tangent curve concave Southeasterly, having a radius of 644.92', a chord bearing of S 34°30'45" W, and a chord length of 45.05'; thence Southwesterly along the arc of said curve through a central angle of 04°00'12", an arc distance of 45.06' to the point of reverse curvature of a curve concave Northwesterly, having a radius of 414.40', a chord bearing of S 36°00'31" W, and a chord length of 50.57'; thence Southwesterly along the arc of said curve through a central angle of 06°59'45", an arc length of 50.60'; thence leaving said curve S 18°06'13" W a distance of 188.21' to a line based on the back of curb of Village Drive as surveyed in May, 2016; thence along said line the following courses; N 72°48'33" W a distance of 269.67' to the point of curvature of a curve to the right having a radius of 3.00', a chord bearing of N 37°31'23" W, and a chord length of 3.47'; thence run Northwesterly along the arc of said curve through a central angle of 70°34'20", an arc length of 3.70'; thence leaving said curve N 02°14'13" W a distance of 6.66'; thence N 73°08'02" W a distance of 45.44'; thence S 26°41'32" W a distance of 3.31' to a point on a non-tangent curve concave Northeasterly, having a radius of 73.00', a chord bearing of N 47°29'31" W, and a chord length of 59.39'; thence run Northwesterly along the arc of said curve through a central angle of 48°00'11", an arc length of 61.16' to the point of tangency; thence N 23°29'25" W a distance of 23.09' to the point of curvature of a curve to the left having a radius of 246.50', a chord bearing of N 46°06'46" W, with a chord length of 189.64'; thence run Northwesterly along the arc of said curve through a central angle of 45°14'41", an arc length of 194.65'; thence leaving said curve N 17°53'20" E a distance of 42.77' to the point of curvature of a curve to the left having a radius of 535.00', a chord bearing of N 13°14'42" E, and a chord length of 86.63'; thence run Northerly along the arc of said curve through a central angle of 09°17'15", an arc length of 86.72' to the point of tangency; thence N 08°36'05" E a distance of 72.09' to the point of curvature of a curve to the left having a radius of 1035.00', a chord bearing of N 06°59'01" E, and a chord length of 58.45'; thence run Northerly along the arc of said curve through a central angle of 03°14'09", an arc length of 58.44' to the point of compound curve to the left having a radius of 1035.00', a chord bearing of N 03°52'12" E, and a chord length of 54.03'; thence along the arc of said curve through a central angle of 02°59'29", an arc length of 54.04' to the Point of Beginning.

Said lands having an area of 214,898.11 square feet or 4.933 acres, more or less.

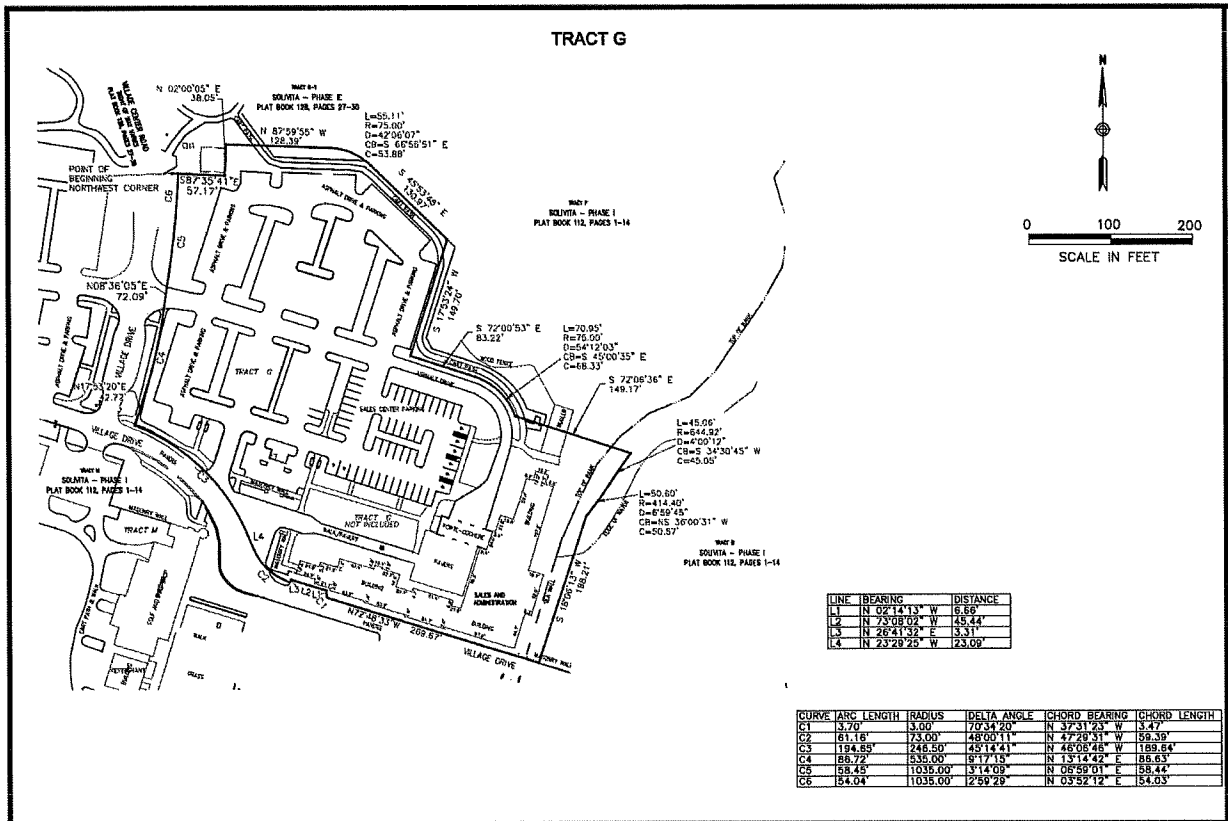


EXHIBIT T

FORM OF LICENSE AGREEMENT

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (hereinafter sometimes referred to as the "Agreement") is made effective as of the ____ day of _____, 2016 (hereinafter referred to as the "Commencement Date"), by and between POINCIANA COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established under Chapter 190, Florida Statutes (hereinafter referred to as the "Licensor") whose address for the purposes of notice is Moyer Management Group, Inc., 610 Sycamore Street, Suite 140, Celebration, Florida 34747, Attention: Gary Moyer, with an additional copy to Michael C. Eckert, Hopping Green & Sams P.A., 119 S. Monroe Street, Suite 300, Tallahassee, Florida 32301 and AVATAR PROPERTIES, INC., a Florida corporation, whose address for the purposes of notice is 2420 S. Lakemont Ave., Suite 450, Orlando, FL 32814, Attention: Tony Iorio (hereinafter referred to as the "Licensee").

Section 1. Licensor hereby grants Licensee the revocable right to access and use those certain facilities more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises") in connection with Licensee's sale and marketing of residential homes ("Homes") in that certain master-planned residential community commonly referred to as Solivita, located in Polk County, Florida (the "Community"), which access and use rights are granted on the terms and conditions set forth in this Agreement.

Section 2. Licensor agrees and acknowledges that Licensor shall receive significant economic benefit from the sale of Homes by Licensee in the Community and that such benefit is sufficient and adequate consideration for Licensor entering into this Agreement.

Section 3. The term of this Agreement (the "Term") shall commence on the Commencement Date and shall continue until the Community Completion Date, as defined in that certain Amended and Restated Master Declaration for Solivita® recorded in Official Records Book 9142, Pages 1843 through 2018, of the Public Records of Polk County, Florida, as amended from time to time.

Section 4. The Premises shall not be used by Licensee for any purpose other than sales and marketing activities associated with the sales and marketing of Homes in the Community, which are conducted in the ordinary course of Licensee's business. Licensee and its employees and agents shall have the following rights with respect to the Premises: (i) the right to access the Premises during the hours of each day when the Premises are open to the public and (ii) the right to keep a sufficient supply of professionally designed marketing brochures and sale materials in the facilities within the Premises at locations selected by Licensee and approved by Licensor in its reasonable discretion. The Premises shall not be used overnight or for temporary or permanent office use by Licensee. Except as expressly provided pursuant to the terms of this Agreement, Licensee may not assign this Agreement or allow anyone else to occupy the Premises without the prior consent of Licensor which consent may be withheld in the sole discretion of Licensor. Licensee agrees and acknowledges that Licensee's access and use rights shall not unreasonably interfere with the ownership, operation and use of the Premises by Licensor. Notwithstanding anything contained in this Section 4 to the contrary, Licensor acknowledges that, as part of Licensee's sales and marketing efforts, Licensee offers prospective residents (the "Prospects") the opportunity to stay in residential homes owned by Licensee (each such home being referred to hereinafter as a "Prospect Home") on a short-term basis, which stay includes the opportunity to utilize the various facilities and amenities located in the Community, including the Premises. Licensee presently markets

this program under the name "Discovery Days at AV Homes". The Prospect Homes are located within the Poinciana Community Development District (the "District") and are obligated to pay special assessments in connection with certain bonds issued by the District, as well as operations and maintenance assessments to fund the operations of the District. As a result of such payments, Licensor acknowledges and agrees that guests staying in the Prospect Homes in connection with the Discovery Days program or other similar such programs are entitled to use the facilities located on the Premises and will cooperate with Licensee to ensure access is provided to such guests.

Section 5. Licensee shall not make any alterations, improvements, changes, repairs, modification, or installation whatsoever on or about the Premises without first obtaining the written consent of Licensor or its designated agent or representative.

Section 6. Licensee shall comply with all applicable laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having any jurisdiction thereof) relating to the use, condition or occupancy of the Premises by Licensee and such rules and regulations as are reasonably adopted by Licensor from time to time, for the safety, care or cleanliness of the Premises, or for preservation of good order therein, all of which will be sent by Licensor to Licensee in writing and shall be thereafter applied by Licensor and carried out and observed by Licensee.

Section 7. Licensee shall not assign, sublet, mortgage, pledge or in any way transfer this Agreement or any rights or interest of Licensee hereunder without the prior consent of Licensor, which shall not be unreasonably withheld. Any purported assignment, sublease, mortgage, pledge or transfer without the prior written consent of Licensor shall be null and void.

Section 8. Licensee shall keep in force at Licensee's expense as long as this Agreement remains in effect and during such other time as Licensee occupies the Premises or any part thereof public liability insurance for Licensee and Licensor as their interest may appear covering the Premises, Licensee's use thereof, with companies and in forms satisfactory to Licensor with minimum limits in the amount of \$2,000,000.00 covering all losses, damages and claims arising out of Licensee's use of the Premises. Licensor shall be named as an additional insured and shall be entitled to thirty (30) days written notice prior to cancellation of such policies. Licensee shall deposit the policy or policies of such insurance or a certificate or certificates thereof with Licensor prior to the Commencement Date. Additionally, Licensee will cause each insurance policy carried by Licensee pursuant to this paragraph to be written in such a manner so as to provide that the insurer waives all right of recovery by way of subrogation against Licensor in connection with any loss or damaged covered by the policy.

Section 9. Licensee covenants, at its expense, at all times during the Term hereof to defend and save Licensor harmless and indemnified from all injury, loss, claims or damages (including attorney's fees and disbursement incurred by Licensor in conducting an investigation and preparing for and conducting a defense) to any person or property, arising from, related to, or in any way connected with Licensee's access and use of the Premises, unless such injury, loss, claims, or damage are attributable to the gross negligence or wilful misconduct of Licensor, its agents, servants, or employees. All personal property belongs to Licensee or other person in the Premises shall be at the sole risk of Licensee or such other person, and neither, Licensor, its agents or employees shall be liable for any damage to, the theft of or misappropriation of such property.

Section 10. At the end of the Term, Licensee shall remove any of Licensee's property from the Premises. Any property not removed shall be deemed abandoned, but Licensee shall remain liable for the cost of removal.

Section 11. The following event shall constitute an event of default by Licensee under this Agreement if Licensee does not commence to cure such default within thirty (30) days of such default, or, having commenced to cure such default, if Licensee fails to diligently proceed to remedy or cure such default and promptly pursue such remedy to completion:

(a) A failure by Licensee to comply with or to observe and perform any provisions of this Agreement.

Upon the occurrence of any event of default and the lapse of any grace or cure periods without cure thereof, Licensors shall have the option to pursue any one or more of the following remedies upon notice thereof to Licensee:

Section 12. Licensors may terminate this Agreement, in which event Licensee's right of access and use shall immediately terminate.

Section 13. Any and all property of Licensee which may be removed from the Premises by Licensors pursuant to the authority of this Agreement or by law, to which Licensee is or may be entitled, may be handled, removed and stored, as the case may be, by or at the direction of Licensors at the risk, cost and expense of Licensee, and Licensors shall in no event be responsible for the value, preservation or safekeeping thereof. Licensee shall pay to Licensors, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in Licensors' possession or under Licensors' control. Any such property of Licensee not removed by Licensee from storage within thirty (30) days after its removal from the Premises shall, at Licensors' option, be deemed conveyed by Licensee to Licensors under this Agreement as by a bill of sale without further payment or credit by Licensors to Licensee or sold at public sale in accordance with applicable law.

Section 14. This Agreement shall be construed under the laws of the State of Florida. This Agreement may be changed or modified only by a writing executed by both parties hereto. Time is of the essence in connection with each and every provision of this Agreement.

Section 15. No failure by Licensors to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall waive such default, but Licensors may declare any such default at any time and take such action as might be lawful or authorized hereunder, either at law or in equity. Waiver by Licensors of any right for any default by Licensee shall not constitute a waiver of any right for either a subsequent default of the same obligation or any other default.

Section 16. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and cost for trial, alternative dispute resolution, or appellate proceedings. The provisions of this section shall survive termination of this Agreement.

Section 17. The covenants and agreements contained herein are made jointly and severally by the undersigned, and any grammatical changes necessary to make the provisions of this Agreement apply in the plural sense, when required, shall in all instances be assumed although not fully expressed.

Section 18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Licensors and shall be binding upon and inure to the benefit of Licensee, its successors and, to the extent assignment may be approved by Licensors hereunder, Licensee's assigns.

Section 19. This Agreement may not be altered, changed or amended, except by an instrument in writing executed by all parties hereto. Further, the terms and provisions of this Agreement shall not be

construed against or in favor of a party hereto merely because such party is the “Licensor” or the “Licensee” hereunder or such party or its counsel is the draftsman of this Agreement.

Section 20. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the extent permitted by law.

Section 21. This Agreement is solely for the benefit of the parties hereto, and no right or cause of action shall accrue upon or by reason of or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

Section 22. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability by Assignor beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, parties herein have executed this Agreement as of the date and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

WITNESSES:

Print Name: _____

Print Name: _____

LICENSOR:

POINCIANA COMMUNITY DEVELOPMENT
DISTRICT, a special purpose unit of local
government established under Chapter 190, Florida
Statutes

By: _____
Name: _____

Title: _____

LICENSEE:

AVATAR PROPERTIES INC., a Florida
corporation

By: _____
Name: _____

Title: _____

EXHIBIT A

PREMISES