

IN THE CIRCUIT COURT OF THE
TENTH JUDICIAL CIRCUIT IN AND FOR
POLK COUNTY, FLORIDA

CASE NO.: 2020-CA-002588

RAYMOND PENA JR., individually and on
behalf of all similarly situated persons,

Plaintiff,

v.

THE KOLTER GROUP, LLC, OZRE, OK
TERRALARGO, LLC, OK TERRALARGO
CLUB, LLC, OK JV2 LLC, OK JV2
HOLDINGS LLC, and KC 9W57TH 2 LLC,

Defendants.

**DEFENDANTS' ANSWER AND AFFIRMATIVE
DEFENSES TO AMENDED AND SUPPLEMENTAL CLASS
ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Defendants, The Kolter Group, LLC (“The Kolter Group”), OK TerraLargo, LLC (“OK TerraLargo”), OK TerraLargo Club, LLC, (“OK TerraLargo Club”), OK JV2 LLC (“JV2”), OK JV2 Holdings LLC (“Holdings”) and KC 9W57th 2 LLC (“KC”), file their Answer and Affirmative Defenses to the Amended and Supplemental Class Action Complaint (the “Amended Complaint”) filed December 6, 2024 by Plaintiff, Raymond Pena Jr. (“Pena”), individually and on behalf of all similarly situated persons. As to each correspondingly numbered paragraph of the Amended Complaint, Defendants respond as follows:

Introduction

1. Admitted that the lawsuit purports to concern Club Membership Fees (as that term is used in the Amended Complaint). Otherwise, denied.
2. Denied.

3. Denied
4. Denied.
5. Denied.
6. Admitted that the articles of dissolution speak for themselves. Otherwise, denied.
7. Admitted that the filings with the Department of State speak for themselves.

Otherwise, denied.

8. Admitted that JV2 is a foreign limited liability company that has not registered to do business in Florida and that JV2 is a Delaware limited liability company whose members are KC and Holdings. Otherwise, denied.

9. Admitted that the referenced documents and court dockets speak for themselves. Otherwise, denied.

10. Denied.

11. Denied.

12. Admitted that the dockets for this case and the other referenced case speak for themselves. Otherwise, denied.

Parties, Jurisdiction, and Venue

13. Defendants are without knowledge or information sufficient to form a belief concerning the truth of the allegations of this paragraph.

14. Admitted.

15. Defendants are without knowledge or information sufficient to form a belief concerning the truth of the allegations referencing Plaintiff's knowledge. Otherwise, denied.

16. Admitted.

17. Denied.

18. Admitted.

19. Admitted.

20. Admitted.

21. Admitted for jurisdictional purposes only. Otherwise, denied.

22. Admitted that the real property that is the subject of this litigation is located in Polk County, Florida. Otherwise denied.

23. Defendants are without knowledge or information sufficient to form a belief concerning the truth of this allegation.

Development of TerraLargo

24. Denied.

25. Admitted only that entities other than the Defendants were responsible for the initial development of the TerraLargo community. Otherwise, Defendants are without knowledge or information sufficient to form a belief concerning the truth of this allegation.

26. Admitted only that Exhibit A and Composite Exhibit B are attached to the Amended Complaint and that these documents speak for themselves. Otherwise, Defendants are without knowledge or information sufficient to form a belief concerning the truth of this allegation.

27. Admitted only that Exhibit C is attached to the Amended Complaint and that the document speaks for itself. Otherwise, Defendants are without knowledge or information sufficient to form a belief concerning the truth of this allegation.

28. Admitted only that Exhibit D is attached to the Amended Complaint and that the document speaks for itself. Otherwise, denied.

29. Admitted only that the referenced Agreement speaks for itself.

30. Admitted only that the referenced Agreement speaks for itself.

31. Admitted.

32. Denied.

33. Admitted only that the referenced documents speak for themselves. Otherwise denied.

The Club Fee Scheme

34. Admitted that the TerraLargo Declaration was recorded and that the HOA Act speaks for itself. Plaintiff's characterization of the HOA Act and its purported relationship to the TerraLargo Declaration (as that term is defined in the Amended Complaint) is denied.

35. Admitted.

36. Admitted only that the referenced document speaks for itself. All other allegations and characterizations in this paragraph are denied.

37. Admitted only that the referenced document speaks for itself. Otherwise denied.

38. Admitted only that the referenced document speaks for itself. Otherwise denied.

39. Admitted.

40. Admitted only that the referenced document speaks for itself. Otherwise denied.

41. Denied.

42. Denied.

43. The first sentence of paragraph 43 is admitted. Otherwise, denied.

Homeowners' Association Act

44. Admitted only that the HOA Act speaks for itself. Otherwise denied.

45. Admitted only that the HOA Act speaks for itself. Otherwise denied.

46. Admitted only that the HOA Act speaks for itself. Otherwise denied.

47. Admitted only that the HOA Act speaks for itself. Otherwise denied.

Florida Deceptive and Unfair Trade Practices Act

48. Admitted only that the Florida Deceptive and Unfair Trade Practices Act (“FDUPTA”) speaks for itself. Otherwise denied.

49. Admitted only that FDUPTA speaks for itself. Otherwise denied.

50. Admitted only that FDUPTA speaks for itself. Otherwise denied.

51. Admitted only that FDUPTA speaks for itself. Otherwise denied.

Uniform Fraudulent Transfer Act

52. Defendants are without knowledge or information sufficient to form a belief concerning the truth of this allegation.

53. This allegation states a legal conclusion to which no response is required. By way of further answer, the referenced statutes speak for themselves.

54. This allegation states a legal conclusion to which no response is required. By way of further answer, the referenced statutes speak for themselves

Class Representation Allegations

55. Admitted only that Plaintiffs’ proposed class definition speaks for itself. Defendants deny that Plaintiffs have proposed an adequate class definition or that class treatment is appropriate in this case.

56. Admitted only that various individuals in TerraLargo have owned homes and have paid a Club Membership Fee (as that term is defined in the Amended Complaint). Defendants deny the remaining allegations.

57. Denied.

58. Denied.

59. Denied.

60. Denied.

61. Admitted that Plaintiffs purport to bring this action under Rule 1.220(b)(2) of the Florida Rules of Civil Procedure. Defendants deny that class treatment is appropriate or that Defendants have acted in a manner that warrants declaratory relief.

62. Admitted that Plaintiffs purport to bring this action under Rule 1.220(b)(3) of the Florida Rules of Civil Procedure. Otherwise denied, including, that class treatment is appropriate here.

Declaratory Relief Allegations¹

63. Admitted that Plaintiff makes the allegations contained in the Amended Complaint. Otherwise, denied.

64. Denied.

65. Admitted only that § 501.211(1), Florida Statutes, speaks for itself. Defendants deny that Plaintiffs are entitled to any relief.

66. Denied.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied.

The Fraudulent Transfers

72. Denied.

73. Denied.

¹ Although the Amended Complaint contains an entire section devoted to “Declaratory Relief Allegations,” Plaintiff presents no specific counts for declaratory relief.

74. Denied.

75. Denied.

76. Denied

Count I
Homeowners' Association Act

77. Defendants restate their responses to paragraphs 1 to 76, above.

78. The HOA Act speaks for itself. Otherwise, denied.

79. Denied.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

86. Denied.

Count II
(Florida Deceptive and Unfair Trade Practices Act)

87. Defendants restate their responses to paragraphs 1 to 76, above (incorrectly presented in the Amended Complaint as “7680”).

88. Denied.

89. Denied.

90. Denied.

91. Denied.

92. Denied.

93. Denied.

94. Denied.

95. Denied.

Count III
(Section 726.105, Florida Statutes)

96. Defendants restate their responses to paragraphs 1 to 76, above.

97. Denied.

98. Denied.

99. Denied.

100. Denied.

101. Denied.

Count IV
(Section 726.106, Florida Statutes)

102. Defendants restate their responses to paragraphs 1 to 76, above.

103. Denied.

104. Denied.

105. Denied.

106. Denied.

107. Denied.

Request for Relief

Defendants deny that Plaintiffs are entitled to any of the relief requested in the Amended Complaint.

General Denial

108. Any matters not expressly admitted are denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense

109. Plaintiff fails to state a claim upon which relief can be granted.

Second Affirmative Defense

110. The damages alleged in Plaintiff's Amended Complaint were caused by the act or omission of a third party other than an officer, director, employee, or agent of Defendants, over whom Defendants had no control.

Third Affirmative Defense

111. By agreeing to be bound by the Club Sale Agreement, attached as **Exhibit A**, Club Plan, Club Declaration, and related documents, Plaintiff is estopped from bringing this action in whole or in part.

Fourth Affirmative Defense

112. By agreeing to be bound by the Club Sale Agreement, Club Plan, Club Declaration, and related documents, Plaintiff has waived his right to bring this action in whole or in part.

Fifth Affirmative Defense

113. By agreeing to be bound by the Club Sale Agreement, Club Plan, Club Declaration, and related documents, and by paying the requisite membership fees, expenses, and other charges and fees due and owing pursuant to the Club Plan Declaration, Plaintiff has ratified Defendants' actions in whole or in part.

Sixth Affirmative Defense

114. Plaintiff's claims are barred, in whole or in part, by the applicable statutes of limitation.

Seventh Affirmative Defense

115. Plaintiff's claims are barred, in whole or in part, by the applicable statutes of repose.

Eighth Affirmative Defense

116. Plaintiff's claims are barred in whole or in part by the doctrine of laches.

Ninth Affirmative Defense

117. In accepting a deed with actual or constructive notice of such a covenant, Plaintiff manifested an intent to let his parcel stand as security for their obligations and a valid contractual lien was created at this time. Thus, the creation of the lien by acceptance of the deed relates back to the time of filing the original Club Plan. Accordingly, to the extent Plaintiff's claims are based on OK TerraLargo Club's ability to create and enforce a lien on homestead property, Plaintiff's claims fail to state a cause of action.

Tenth Affirmative Defense

118. The named Plaintiff has never had a lien filed against his property pursuant to the Club Plan. Accordingly, he lacks standing to bring any claim predicated upon any lien imposed by virtue of any failure to pay the applicable club due and fees.

Eleventh Affirmative Defense

119. Plaintiff's purported damages must be offset or reduced by the amount of expenses that OK TerraLargo Club paid or absorbed on Plaintiff's behalf.

Twelfth Affirmative Defense

120. Plaintiff's claims are barred, in whole or in part, because any transactions or transfers that may have occurred were for reasonably equivalent value.

Thirteenth Affirmative Defense

121. Plaintiff's claims are barred, in whole or in part, because any transactions that may have occurred were not done with actual intent to hinder, delay, or defraud any creditor.

Fourteenth Affirmative Defense

122. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands. Among other things, Plaintiff was aware and agreed to sale of the club to the homeowner association of which Plaintiff is a part and the homeowner association's adoption of the club plan.

Fifteenth Affirmative Defense

123. Plaintiff's claims are barred, in whole or in part, because all or some of the alleged fraudulent transfers were made in good faith and for value.

Sixteenth Affirmative Defense

124. Plaintiff abandoned most of his original claims, and thus Defendants are the prevailing parties on all claims that Plaintiff has now abandoned. Accordingly, Defendants are entitled to recover their reasonable attorneys' fees and costs relating to those claims. This amount should offset any amount owed to Plaintiff in whole or in part.

Seventeenth Affirmative Defense

125. Plaintiff's claims are barred, in whole or in part, under the Florida Revised Limited Liability Company Act.

Eighteenth Affirmative Defense

126. Plaintiff's claims are barred, in whole or in part, by the version of Florida Statutes applicable to the TerraLargo Declaration.

RESERVATION OF RIGHTS

127. Defendants reserve the rights to amend and assert additional defenses under Florida Rules of Civil Procedure 1.110(d) and 1.140(b) based on facts and circumstances that arise throughout the course of this action, including information obtained through discovery.

DEFENDANTS' REQUEST FOR RELIEF

WHEREFORE, Defendants respectfully request that this Court (a) dismiss with prejudice all claims asserted against Defendants, (b) deny class certification, (c) award Defendants their reasonable attorneys' fees and costs, and (d) grant any further and additional relief as this Court deems appropriate.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 27th day of May, 2025, I electronically filed the foregoing **Defendants' Answer and Affirmative Defenses to Amended and Supplemental Class Action Complaint and Demand for Jury Trial** with the Clerk of the Court by using the State of Florida ePortal system which will send an electronic copy to:

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AGREEMENT FOR SALE AND PURCHASE OF PROPERTY
CLUB TERRALARGO

This Agreement for Sale and Purchase of Property Club TerraLargo (this “**Agreement**”) is among **OK TERRALARGO CLUB LLC**, a Florida limited liability company (“**Seller**”), and **TERRALARGO COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Buyer**”).

RECITALS:

A. Seller is the owner of the fee simple estate in the Land (hereinafter defined) which is comprised of the Club (hereinafter defined).

B. On October 21, 2007, the Club Plan (hereinafter defined) was recorded, which governs the use and operation of the Club. Seller is currently the “Club Owner” as defined in the Club Plan.

C. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller (i) all of Seller’s right, title and interest in the Land, (ii) the Improvements, (iii) the Personal Property (hereinafter defined) and (iv) the Accounts Receivable, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby mutually covenant and agree as follows:

1. **Recitals**. The foregoing Recitals are true and correct and are incorporated into and form a part of this Agreement.

2. **Defined Terms**. As used herein, the following terms shall have the following meanings:

“**Acceptable Encumbrances**” shall have the meaning set forth in Section 5.1 hereof.

“**Accounts Receivable**” shall mean all accounts receivable relating to unpaid Club Dues and other Club charges, including interest accrued thereon as of the Closing Date. Prior to Closing, Seller shall continue to use commercially reasonable efforts to pursue collection of Accounts Receivable in the ordinary course of business. From and after the Closing Date, Buyer shall have the right (but not the obligation) to receive and pursue the collection of all Accounts Receivable as of the Closing Date and shall retain all Accounts Receivable that are collected.

“**Agreement**” shall have the meaning set forth in the initial sentence hereof.

“**Business Day**” means any day on which business is conducted by national banking institutions in the County.

“**Closing Date**” shall have the meaning as defined in Section 6.1 hereof.

“**Closing**” shall mean the execution and delivery of the Special Warranty Deed and the other instruments to be executed by Seller conveying the Property to Buyer and the payment by

Buyer to Seller of the Purchase Price (as hereinafter defined) and execution and delivery by Buyer of all documents to be executed by Buyer at Closing.

“Club” shall have the meaning set forth in the Club Plan.

“Club Dues” shall have the meaning set forth in the Club Plan.

“Club Expenses” shall have the meaning set forth in the Club Plan.

“Club Membership Fee” shall have the meaning set forth in the Club Plan.

“Club Plan” shall mean collectively, the CLUB TERRALARGO CLUB PLAN recorded in Official Records Book 7464, Page 1027, as amended by that certain FIRST AMENDMENT TO CLUB TERRALARGO CLUB PLAN recorded in O.R. Book 8045, Page 380, and by that SECOND AMENDMENT TO CLUB TERRALARGO CLUB PLAN recorded in O.R. Book 08820, Page 1561, and by that THIRD AMENDMENT TO CLUB TERRALARGO CLUB PLAN recorded in O.R. Book 08862, Page 2224, and by FOURTH AMENDMENT TO CLUB PLAN FOR TERRALARGO recorded in O.R. Book 11109, Page 2184, all of the Public Records of Polk County, Florida, as may be further amended and/or supplemented.

“Clubhouse” shall mean that certain Clubhouse and related improvements and fixtures including, without limitation, offices, a health/fitness facility, swimming pool and related facilities, presently located on the Land.

“Clubhouse Land” means that certain real property described on **Exhibit A** attached hereto and made a part hereof, including all privileges, rights, easements and appurtenances belonging to the Clubhouse Land, and all right, title and interest (if any) of Seller in and to any streets, alleys, passages, and other rights-of-way or appurtenances included in, adjacent to or used in connection with the Clubhouse Land, and all right, title and interest (if any) of Seller in all mineral and development rights appurtenant to the Clubhouse Land, as well as all other components of the real property.

“Club Owner” shall have the meaning set forth in the Club Plan. Seller is the current Club Owner and Buyer will be the Club Owner subsequent to Closing.

“County” shall mean Polk County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

“Declaration” shall mean the DECLARATION FOR TERRALARGO recorded in O.R. Book 7464, Page 1090 of the Public Records of the County, as amended and/or supplemented.

“Due Diligence Reports” shall mean all reports, documents, studies, analyses, and other written information obtained by Buyer with respect to the Property including, without limitation, results of physical inspections, surveys, site plans, feasibility studies, architectural plans, specifications and drawings, title reports, permits, approvals and authorizations (whether obtained from governmental authorities or third parties); and all other work product generated by or for Buyer (other than attorney work product) in connection with the Property, if any.

“Effective Date” shall mean 5:00 p.m. Eastern time on the date upon which the last of Buyer and Seller shall have executed this Agreement.

“Feasibility Date” shall mean 5:00 p.m. Eastern time on July 7, 2021.

“Foreign Substance” shall mean any substance which is commonly referred to as foreign or hazardous under local, state or federal law.

“Improvements” shall mean all of Seller’s right, title and interest in and to any and all buildings, structures or other improvements located on the Land, including, but not limited to the Clubhouse and any other improvements located on the Land. “Improvements” does not include any improvements located on the Land which are not owned by Seller (e.g., equipment and facilities owned by utility companies).

“Institutional Loan” shall have the meaning set forth in Section 4.3 hereof.

“Inventory” shall mean the furniture, fixtures and equipment listed on **Exhibit G** attached hereto and made a part hereof.

“Land” shall mean all of Seller’s right, title and interest in and to the Clubhouse Land as described on **Exhibit A** attached hereto and made a part hereof.

“Lender” shall have the meaning set forth in Section 4.3 hereof.

“Pending Litigation” shall mean those litigation matters, including collection matters, if any, listed on **Exhibit H** attached hereto and made a part hereof.

“Permits” shall mean all permits, licenses, and other governmental approvals and authorizations affecting the Land and/or Improvements.

“Personal Property” shall mean all of Seller’s right, title and interest in and to: (i) all Inventory and fixtures (if any not listed as part of the Inventory) owned by Seller and located on, or attached to, the Land; (ii) all supplies owned by Seller and used in the maintenance or operation of the Clubhouse located on the Land; (iii) those Permits which are assignable or transferable to Buyer at Closing, if any; (iv) all assignable or transferable service, maintenance, and equipment contracts, and all personal property leases and all other contracts, if any exist, relating to the ownership, maintenance, occupancy, use or operation of the Property; and (v) the rights of Club Owner under the Club Plan, including, without limitation, the right to use the name “TerraLargo Club” as permitted by and subject to the terms and conditions of Section 7.3 hereof. Buyer acknowledges that there are no transferable warranties from third parties with respect to the Personal Property.

“Property” shall mean, collectively, the Improvements, the Land, the Personal Property and the Accounts Receivable.

“Prorations Date” shall mean 11:59 p.m. on the date prior to the Closing Date.

“Special Warranty Deed” shall mean the Special Warranty Deed in the form attached hereto as **Exhibit B** executed by Seller and conveying all of Seller’s right, title and interest in

and to the Land to Buyer, duly executed by Seller and acknowledged and in proper form for recordation.

“Termination Notice” shall have the meaning set forth in Section 3.2 of this Agreement.

“TerraLargo” shall mean the planned community adjacent to which the Land is located.

“Title Agent” shall mean K TITLE COMPANY LLC, a Delaware limited liability company.

“Title Commitment” shall mean the commitment for issuance of an owner’s title insurance policy to be issued by the Title Agent, as agent for the Title Company, and delivered to Buyer pursuant to Section 5.1 hereof.

“Title Company” shall mean the title insurance company which issues the Title Commitment and the owner’s title insurance policy to Buyer and mortgagee title insurance policy, if any, to Lender in accordance with the terms hereof.

Other capitalized terms contained in this Agreement not defined herein shall have the meanings set forth in the Club Plan.

3. Inspection.

3.1 Information Regarding Property. Within two (2) Business Days after the Effective Date, Seller shall deliver to Buyer via “dropbox” or other electronic means, or by delivery of a hard copy thereof to Buyer and/or make available to Buyer at Seller’s office for inspection and copying during regular business hours any surveys, financial statements plans, certificates of occupancy, environmental reports, contracts with third parties pertaining to the Property that Seller to which Seller is a party, and information about the Property, Club, Club Plan, the Accounts Receivable and the payment of Club Dues with respect to the Land, which Seller has in its possession or control. All of such information is provided simply as an accommodation to Buyer, and Seller makes no warranties or representations as to their accuracy or completeness.

3.2 Buyer’s Inspection Rights. Buyer’s obligations hereunder are expressly subject to Buyer’s approval of the Property in all respects. Buyer shall have until the Feasibility Date (the **“Feasibility Period”**) in which to determine whether the Property is acceptable to Buyer in all respects. In the event that Buyer elects not to proceed with the purchase contemplated by this Agreement, Buyer shall deliver to Seller, at no cost to Seller, and with no representations or warranties to Seller, copies of all Due Diligence Reports in Buyer’s possession or control within thirty (30) days of Buyer’s election not to proceed and Buyer’s receipt of a written request for the Due Diligence Reports from Seller. In such written request, Seller shall provide to Buyer written notice as to whether Seller desires to receive any studies, reports, analyses, information, or other written records regarding the presence or absence of Foreign Substances at, on, in, under or relating to the Property obtained by Buyer. If Buyer determines that the Property is not acceptable in its sole and absolute discretion and elects not to proceed with the transaction contemplated hereby, Buyer shall on or before the Feasibility Date give written notice of termination to Seller (the **“Termination Notice”**) and upon such delivery this Agreement shall be terminated. Upon such termination and delivery to Seller of all Due Diligence Reports,

neither party shall have any further rights nor obligations hereunder, except, however, that Buyer shall remain obligated with respect to the indemnities and obligations contained in Sections 3.4 and 3.5 of this Agreement. Unless Buyer delivers the Termination Notice in a timely manner, this Agreement shall remain in full force and effect, except that the inspection rights contingency in this Section 3.2 shall be deemed satisfied.

3.3 Access. Until the Feasibility Date, and thereafter if this Agreement has not been terminated pursuant to Section 3.2, Buyer and Buyer's agents and contractors shall be entitled to enter upon the Property from 7:00 a.m. to 6:00 p.m., Monday through Friday, and at all other reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations, provided prior written notice is given to Seller at least twenty-four (24) hours in advance of such requested entry to jharvey@kolter.com. Seller shall have the right to be present during Buyer's inspections and investigations. In exercising its rights hereunder, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of any parties who may have a legal right to use or occupy the Property (including, without limitation, those using the Clubhouse, employees, licensees, and service providers). Buyer shall have the right to conduct a Phase 1 Environmental Assessment in accordance with current ASTM standards ("**Phase 1 Assessment**"). Buyer further agrees that all invasive testing, including, but not limited to, a Phase 2 Environmental Assessment, by Buyer shall be subject to the prior written consent of Seller, which consent shall be in Seller's sole and absolute discretion. If Seller does not provide Buyer consent to perform a Phase 2 Environmental Assessment, Seller shall reimburse to Buyer the cost of the Phase 1 Assessment. All persons retained by Buyer to conduct such inspections, investigations and tests shall be licensed and maintain liability and property damage insurance in accordance with the terms set forth hereinbelow. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Land or the Property prior to Closing. Prior to any entry onto the Property by Buyer or its agents, employees, contractors, subcontractors, consultants, representatives, invitees and other persons designated by Buyer ("**Buyer's Agents**"), Buyer shall obtain, provide evidence of and maintain, at all times during the pendency of this Agreement, insurance by companies of recognized standing qualified to do business in Florida, as follows:

(a) Commercial General Liability insurance for bodily injury, death or property damage, with minimum limits of coverage of One Million and No/100 Dollars (\$1,000,000.00) combined single limit occurrence and Two Million and No/100 Dollars (\$2,000,000.00) combined single limit aggregate. Coverage shall include, but not be limited to, Premises and Operation, Per Project Aggregate, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, and Products and Completed Operations Coverage and shall not exclude coverage for the "X" (Explosion), "C" (Collapse), and "U" (Underground) Property Damage Liability Exposures.

Buyer shall provide Certificates of insurance to Seller prior to entry onto the Property.

3.4 Indemnification. Buyer shall protect, indemnify, defend, save and hold Seller harmless against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees, paraprofessional fees and court costs, pre-trial and at all levels of proceedings, including appeals) of any kind or nature, by or in favor of anyone whomsoever, resulting from, arising from, or occasioned in whole or in part by an act

or omission by Buyer, its agents, contractors, employees, representatives or invitees in, upon, or about the Property, or from Buyer's inspection, testing, examination and inquiry of or on the Property except for those claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees, paraprofessional fees and court costs, pre-trial and at all levels of proceedings, including appeals) which arise from the negligent act or omission of Seller. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.5 Buyer's Obligations with Respect to Inspections. Buyer shall restore the Property to its original condition promptly after Buyer's independent factual, physical and legal examinations and inquiries of the Property. Buyer shall promptly pay for all inspections and Due Diligence Reports upon the rendering of statements therefore. Buyer shall not suffer or permit the filing of any liens against the Property and if any such liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property within no later than ten (10) days of filing. In the event the transaction contemplated by this Agreement is not closed for any reason whatsoever, Buyer shall remain obligated with respect to the indemnities and other obligations contained in Section 3.4 and this Section 3.5. The provisions of this Section shall survive the Closing or termination of this Agreement.

3.6 Condition of the Property. If this Agreement is not terminated pursuant to Section 3.2 above, Buyer shall be deemed to have acknowledged that Seller has provided Buyer sufficient opportunity to make such independent factual, physical and legal examinations and inquiries as Buyer deems necessary and desirable with respect to the Property and the transaction contemplated by this Agreement and that Buyer has approved the Property and this transaction in all respects. Except as otherwise specifically set forth herein, Buyer is expressly purchasing the Property in its existing condition "AS IS, WHERE IS" with respect to all facts, circumstances and conditions. Seller has no obligation to inspect for, repair or correct any such facts, circumstances, and conditions or to compensate Buyer regarding the Property. Except as specifically stated in Section 3.7 with regard to Seller's obligation to continue defending the Pending Litigation, from and after Closing, Buyer assumes the full risk with respect to the Property including, without limitation, any liability resulting from the condition of the Property or resulting from any claims by third parties relating to the past, present, or future ownership, use or operation of the Property, with the exception of personal injury claims arising prior to Closing, and by execution hereof Buyer specifically agrees to indemnify and hold Seller harmless from all liability, loss, cost (including reasonable attorneys', paralegals' and legal assistants' fees and court costs pre-trial and at all levels of proceedings, including appeals) arising from the condition of the Property, including those arising from the presence of Foreign Substances on or at the Property (with the exception of the Pending Litigation and personal injury claims arising prior to Closing). EXCEPT AS STATED IN THIS AGREEMENT AND IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING, SELLER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND OR NATURE WHATSOEVER PERTAINING TO THE CONDITION OF THE PROPERTY (INCLUDING WARRANTIES OF MERCHANTABILITY OR HABITABILITY AND FITNESS FOR PARTICULAR PURPOSES), WHETHER EXPRESSED OR IMPLIED, including warranties with respect to the Property, zoning, land value, availability of access or utilities, presence of Foreign Substances, rights of ingress or egress, governmental approvals, rights of third parties relating to the condition of the Property, future restrictions upon use or sale, or the soil or water conditions of the Land. Buyer further acknowledges that Buyer is not relying upon any representation of any

kind or nature made by Seller, or any of its employees or agents with respect to the Property and that, in fact, no such representations were made, except as expressly set forth in this Agreement. Except as otherwise specifically set forth herein, Buyer hereby specifically releases Seller and its affiliates from any and all claims, losses, liabilities, fines, charges, damages, injuries, penalties, response costs, and expenses of any and every kind, whatsoever (whether known or unknown) relating to the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release of any Foreign Substance on the Property, if any, including without limitation, any residual contamination, in, on, under or about the Property or affecting natural resources, whether prior to or following Closing. Each covenant, agreement, representation, and warranty of Buyer contained in this Section 3.6 of this Agreement shall survive the Closing or termination of this Agreement.

3.7 Pending Litigation. Seller has no knowledge of any pending litigation or claims by third parties or governmental entities respecting the Property except for the Pending Litigation. After Closing, Seller shall continue to use good faith commercially reasonable efforts to defend the Pending Litigation wherein Seller is a Defendant at its sole cost and expense. The provisions of this Section shall survive the Closing or termination of this Agreement.

4. Purchase Price and Terms of Payment; Closing Adjustments.

4.1 Purchase Price. The purchase price ("**Purchase Price**") of the Property shall be Four Million Five Hundred Thousand AND 00/100 DOLLARS (\$4,500,000.00) subject only to prorations and adjustments herein provided.

4.2 Payment of Purchase Price. On or before the Closing Date, Buyer shall deliver the Purchase Price to the Title Agent by wire transfer of immediately available federal funds. Subject to adjustments and prorations set forth in this Agreement, the Purchase Price shall be paid at Closing.

4.3 Institutional Loan. Buyer's obligations hereunder are contingent upon its obtaining, by the Feasibility Date a commitment from an institutional lender ("**Lender**") for an acquisition loan secured by a first mortgage and security agreement and/or secured by an assignment and pledge of the Club Dues payable pursuant to the Club Plan (hereinafter, the "**Institutional Loan**") in an amount equal to the Purchase Price with terms acceptable to Buyer and subject to conditions to be satisfied by Buyer or with respect to the Property as are customary in loans of similar type and size in Florida. If Buyer does not obtain confirmation that a Lender has issued a loan commitment containing the terms and conditions set forth in this subsection, and which is capable of being closed as between Lender and Buyer not later than the Closing Date, Buyer may give Seller written notice, on or before the Feasibility Date, that Buyer elects to terminate this Agreement and the terms of Section 3.2 regarding termination shall apply

4.4 Closing Adjustments and Prorations. Except as otherwise provided in this Section 4.4, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of the Prorations Date. Subject to the terms of this Section 4.4, Seller shall be responsible for all items prior to the Prorations Date. Buyer shall be responsible for all items after the Prorations Date. All prorations shall be based on thirty (30) day months. Such adjustments and prorations shall include the following:

4.4.1. Taxes and Assessments; Pending and Certified Liens. All *ad valorem* real estate taxes, special taxing district assessments and personal property taxes and all assessments associated with the Property for the year of Closing shall be prorated as of the Prorations Date upon the amount of such taxes for the year of Closing if the amount of such taxes is known at the time of Closing; if such amount cannot be then ascertained, proration shall be based upon the amount of the taxes, with the maximum discount allowed by law, for the preceding year. County or other public liens, if any, certified or for which the work has been substantially completed on the date of this Agreement shall be paid by Seller and any other such liens shall be assumed by Buyer; provided, however, that if any assessments are payable in installments, the installment due for the year in which Closing occurs shall be prorated between Seller and Buyer, and Buyer shall assume responsibility for payment of all installments for subsequent years.

4.4.2. Club Dues. There shall be no prorations for Club Dues, subject to Seller receiving a credit for Total Earned Membership Fees as provided herein and in Section 4.4.3 below. Any portion of pre-paid Club Dues related to Club Expenses shall remain in the Club Operating Account at Closing, which funds in the Club Operating Account at Closing shall be transferred to Buyer pursuant to Section 4.4.5 below. Seller shall provide to Buyer during the Feasibility Period a statement setting forth the pre-paid Club Dues related to the Club Expenses. Buyer acknowledges and agrees Seller shall receive a credit at Closing for any Club Membership Fees applicable to the period prior to the Closing which have not been paid to Seller as of such date, regardless of whether such Club Membership Fees are part of the Accounts Receivable and/or have been collected from any Owner (as defined in the Club Plan) and/or any other member of the Club. Seller agrees to timely remit to Buyer any Club Dues that Seller may receive after the Closing Date. Any Club Dues (including Club Membership Fees) and other amounts received after Closing by Buyer from any Owner and/or any other member of the Club shall be retained by Buyer, regardless of whether the Club Dues are received from an Owner and/or any other member of the Club whose account was not current on the Closing Date. The current pending collections matters are listed on **Exhibit H** attached hereto and made a part hereof. Seller shall provide to Buyer reasonable assistance after Closing to substitute Seller for Buyer as the Plaintiff in any current pending collections matters wherein Seller is the Plaintiff so that Buyer may pursue the collections of the same should Buyer so desire. The terms of this section survive Closing. For purposes of clarity, after Closing, Buyer shall have exclusive ownership of any Club Dues (including Club Membership Fees) and the exclusive right (but not the obligation) to collect and retain Club Dues (including Club Membership Fees).

4.4.3. Club Membership Fees. Buyer and Seller acknowledge the Club Membership Fees accrued (collected and uncollected) for the month of April equal \$28,492.30 and for the month of May equal \$28,461.00, for total accrued membership fees for April and May in the amount of \$56,953.30 (the “**Earned Membership Fees**”). Buyer acknowledges that prior to the Closing, Seller shall be paid the Earned Membership Fees together with all Club Membership Fees accruing (collected and uncollected) for the month of June, and any days in July in the event Closing occurs during the month of July¹ (collectively, the “**Total Earned Membership Fees**”) from the Club Operating Account (as defined below) with the Club

¹ In the event Closing occurs in July, the Total Earned Membership Fees owed to Seller shall include those days in July as of the Prorations Date, prorated on a daily basis. For example, if the Closing occurs on July 15th, the Total Earned Membership Fees shall include the month of June, plus 14 days prorated on a daily basis for the days in July as of and including the Prorations Date.

Management Company (as defined below); provided, however, to the extent the Total Earned Membership Fees, or any portion thereof, are not paid to Seller from the Club Operating Account, Seller shall receive a credit at Closing reflected on the closing statement for any portion of the Total Earned Membership Fees not been paid to Seller as of the Closing Date regardless of whether such Club Membership Fees have been collected from members of the Club. Buyer shall retain all Club Membership Fees collected after the Closing Date, including the Total Earned Membership Fees for which Seller received a credit at Closing.

4.4.4. Payables. All of Seller's accounts payable incurred in the ordinary course of business prior to the Closing Date in connection with the ownership and operation of the Property including amounts payable to vendors and other trade payables (hereinafter called the "**Payables**") shall be paid by Seller to the extent invoices for same are received by Seller as of the day prior to the Closing Date. Seller shall not delay or otherwise impede its receipt of invoices prior to the Closing Date. To the extent any costs or expenses for services in the ordinary course of business are incurred prior to the Closing Date, and Seller does not receive an invoice for payment of same as of the date prior to the Closing Date, and provided that Seller has not caused the delay of its receipt of the invoice, (including any services for which payment is invoiced in arrears), Buyer shall be responsible for such Payables. Buyer shall be solely responsible for the payment of any invoices received with respect to the Property as of the Closing Date and thereafter except for those invoices incurred prior to the Closing Date which (a) are not incurred in the ordinary course of business of the Property, or (b) Seller caused the delay of its receipt. For purposes of clarification "in the ordinary course of business" shall include, without limitation, all expenses and/or services for the purpose of protecting, preserving, operating, repairing and/or maintaining the Property. Notwithstanding anything to the contrary contained herein, if any accounts payable are paid in advance by Seller for services that extend beyond the Closing Date, and provided such services are incurred in the ordinary course of business, such accounts payable will be prorated as of the Prorations Date, and Seller shall receive a credit for same at Closing. Seller agrees that between the Effective Date and the Closing Date, all Payables shall be paid and discharged in the ordinary course of business and that Seller shall not cause or otherwise allow there to be generated accounts payable that are not in the ordinary course of protecting, preserving, operating, repairing and/or maintaining the Property. No later than five (5) days prior to the Closing Date, Seller shall provide to Buyer (via e-mail) a list of any Payables for which services have been incurred prior to the Closing Date and Seller has not received an invoice for payment of same as of the date prior to the Closing Date. Any Payables that are not paid on or before the Prorations Date shall be paid by Buyer in accordance with the terms of this section. The terms of this section survive Closing.

4.4.5. Cash. There is currently an operating account for the Club maintained by the Club Management Company (the "**Club Operating Account**"). Seller currently estimates approximately \$42,000.00 +/- will remain in the Club Operating Account as of June 30, 2021 after payments in accordance with this Agreement (including payment of the Total Earned Membership Fees) and in the ordinary course of business. Prior to the Closing, Seller shall direct the Club Management Company to transfer any funds left in the Club Operating Account as of the Closing to the Title Agent to be disbursed to Buyer in connection with the Closing as Seller's contribution toward Buyer's payment of Payables that were not paid prior to the Closing Date in accordance with Section 4.4.4 above. In addition, as detailed in Section 9.2 below, Buyer acknowledges and agrees that there are no reserves for the Club and that no reserves will be transferred to Buyer; provided, however, on the Closing Date Seller shall credit Buyer THREE

HUNDRED THOUSAND AND 00/100 DOLLARS (\$300,000.00) as a contribution toward Buyer's funding of reserves for the Club.

4.4.6. Fuel and Utilities. Fuel, water charges and other utilities upon the Property, if any, including amounts due prior to Closing, but not yet billed, shall be adjusted and apportioned as of the Prorations Date. Deposits, if any, made by Seller, or any manager of the Property on behalf of Seller, or any predecessor in title as security under any utility or public service contract shall be credited to Seller to the extent that the same remains on deposit for the benefit, and in the name of, Buyer. If such deposits cannot remain on deposit for the benefit of Buyer, Buyer shall place new deposits with the utility company(ies) and the existing deposits shall be released to Seller prior to Closing. Readings will be secured for all utilities as close as practicable to the Prorations Date, and the remaining meter charge, if any, for the intervening time shall be apportioned on the basis of such last reading.

4.4.7. Contracts; Leases. All prepayments made and all amounts due prior to Closing, but not yet billed, under any continuing contracts or leases affecting the Property, if any, including, but not limited to, garbage removal and maintenance agreements shall be adjusted and apportioned as of the Prorations Date and Seller shall receive a credit for any deposits. Prior to the Feasibility Date, Seller shall provide to Buyer a list of any continuing contracts or leases affecting the Property and the recurring amount due for such contracts or leases. Buyer acknowledges that to the extent Seller has prepaid insurance coverage costs / fees, such prepayment for insurance shall be adjusted and apportioned as of the Prorations Date and Seller shall receive a credit for same.

4.4.8. Other Prorations. In addition to the previously stated adjustments and prorations at Closing the parties shall also make such adjustments and prorations with respect to operating revenues and expenses to the Purchase Price as are customary and usual in transactions similar to the transaction contemplated by this Agreement.

4.4.9. Reprorations and Post-Closing Adjustments. Except as otherwise expressly provided herein, if any adjustments or prorations cannot be apportioned or adjusted at Closing by reason of the fact that final or liquidated amounts have not been ascertained, or are not available as of such date, the parties agree to apportion or adjust such items on the basis of their best estimates of the amounts at Closing and to re-prorate any and all of such amounts promptly when the final or liquidated amounts are ascertained. In the event of any omissions or mathematical error on the closing statement, or if the prorations, apportionments and computations shall prove to be incorrect for any reason, the same shall be promptly adjusted when determined and the appropriate party paid any monies owed. This provision shall survive the Closing for a period of twelve (12) months as to ad valorem taxes and six (6) months as to all other adjustments and no claims for adjustment may be made thereafter.

4.4.10. Accounts Receivable Assigned to Buyer as of Closing Date. As described in Section 2 and Section 4.4.2 hereinabove, Accounts Receivable which exist as of the Closing Date shall be assigned to and assumed by Buyer as of the Closing Date, and thereafter Buyer shall have the right (but not the obligation) to receive and pursue the collection of all Accounts Receivable as of the Closing Date. This provision shall survive Closing. Buyer acknowledges and agrees Seller shall receive a credit at Closing for any Club Membership Fees owed to Seller to the extent such Club Membership Fees are not previously paid to Seller, regardless of whether

such Club Membership Fees have been collected from members of the Club and/or are part of the Accounts Receivable.

4.5 Costs and Expenses. At Closing, Seller shall pay the cost of documentary stamp tax, the cost of curing any title matters which Seller has agreed to cure, cost of title insurance, and attorneys' fees and costs incurred by Buyer's lender in connection with any transaction financing. All other Closing costs and expenses including, but not limited to, the cost of recording the Special Warranty Deed, shall be paid by Buyer except as otherwise specifically set forth herein. Buyer shall also pay for the cost of any survey obtained by Buyer. Attorneys' fees incurred in connection with this Agreement and consummating the Closing (this provision shall not be construed to undermine any prevailing party's attorneys' fees provision in the event of a dispute), consulting fees, and other due diligence expenses shall be borne by the party incurring such expense. By way of example, Seller shall pay its own legal fees and costs and these shall not be charged to home owners in the event the transaction contemplated by this Agreement does not close.

5. Title; Survey.

5.1 Evidence of and Encumbrances Upon Title. Seller's counsel has delivered or will deliver no later than seven (7) days prior to the Feasibility Date a form Title Commitment prepared approved by Title Company for issuance by the Title Agent. The Title Commitment shall be the basis upon which Buyer shall review the status of title to the Property. The Title Commitment shall bind the Title Company to deliver to Buyer a policy of owner's title insurance for the Property in the amount of the Purchase Price. Buyer shall review the Title Commitment to determine whether title is free and clear of liens, encumbrances, and objections other than the following, herein referred to as the "**Acceptable Encumbrances**":

5.1.1. The standard printed exceptions in the Title Commitment, provided, however, that to the extent allowed by the Title Company and Florida law the standard printed exceptions for (a) defects, liens encumbrances, adverse claims or other matters first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the closing; (b) parties in possession; and (c) construction liens may be deleted from the owner's title insurance policy based upon Seller's Affidavit and the standard printed exception for matters that would be reflected on a current survey and for easements not shown by the public records may be deleted if Buyer obtains a current survey, as contemplated by Section 5.3 hereof, which satisfies the requirements of the Title Company;

5.1.2. Zoning and other regulatory laws and ordinances affecting the Property;

5.1.3. All matters in the Title Commitment not objected to by Buyer within the Title Review Period (as hereinafter defined);

5.1.4. Any matters which are approved in writing by Buyer (including those contemplated by this Agreement);

5.1.5. Any other matters deemed Acceptable Encumbrances; and

5.1.6. Any matters created by or against Buyer.

5.2 Review of Evidence of Title.

5.2.1. Buyer shall have until the expiration of the Feasibility Period, within which to cause the Title Commitment to be examined and to notify Seller in writing of any liens, encumbrances, or exceptions other than the Acceptable Encumbrances (the “**Title Review Period**”). If no liens, encumbrances, or exceptions other than the Acceptable Encumbrances are shown, or if Buyer shall fail to notify Seller in writing of any liens, encumbrances or exceptions other than the Acceptable Encumbrances prior to the end of the Title Review Period, then except as provided in Section 5.4, Buyer shall be deemed to have waived any right to object to the status of title and all matters reflected on the Title Commitment shall be deemed Acceptable Encumbrances. Subject to Section 5.4, Buyer shall thereupon, with respect to the status of title to the Land and Improvements, be obligated to close the purchase at the time and in the manner herein specified.

5.2.2. If prior to the end of the Title Review Period, Buyer gives written notice of any liens, encumbrances or exceptions, other than the Acceptable Encumbrances, then Seller shall have the right, but not the obligation, to attempt to remove, discharge or correct such liens, encumbrances or exceptions and shall have a period of sixty (60) days after receipt of notice thereof (“**Cure Period**”) in which to do so (and if necessary the Closing Date shall be extended). Seller shall not in any event be obligated to pay any sums of money or to litigate any matter in order to remove, discharge or correct any lien, encumbrance or exceptions, except, however, that Seller shall be required to satisfy, release, or discharge Monetary Liens (defined below). If Seller shall be unable or otherwise refuses to remove or discharge such other liens, encumbrances or exceptions within such period, then Buyer may, at its option, either accept title in its then existing condition without reduction of the Purchase Price or terminate this Agreement by giving written notice of termination within five (5) Business Days after the first to occur of (a) receipt of Seller’s written notice that Seller is unable or unwilling to remove the lien, encumbrance, or exception or (b) the expiration of the Cure Period. If Buyer shall fail to give written notice of termination within the aforesaid five (5) Business Day period, Buyer shall irrevocably be deemed to have accepted title in its existing condition (and all outstanding title matters shall then constitute Acceptable Encumbrances). If Buyer shall elect to terminate this Agreement pursuant to this paragraph, this Agreement shall terminate, and thereafter neither Seller nor Buyer shall have any further rights or obligations hereunder except that Buyer shall remain obligated with respect to the provisions of Sections 3.4 and 3.5 hereof.

5.2.3. Notwithstanding the foregoing, if the basis of Buyer’s title objections is any mortgages, security interests, liens, tax or assessment liens or other monetary obligations (other than those which are created or incurred as a consequence of the acts or omissions of Buyer) (which matters are collectively hereinafter referred to as “**Monetary Liens**”), the provisions of Sections 5.2.1 and 5.2.2 shall not apply to any such matters, and Seller shall obtain and deliver at the Closing all instruments as may be necessary to secure full discharge of all Monetary Liens and to release them of record, and shall cause the Title Company to issue the policy referred to in the Title Commitment without exception for any such Monetary Liens.

5.3 Survey. Prior to the end of the Title Review Period, Buyer may cause a survey of the Land to be prepared at Buyer’s sole cost and expense. Any such survey shall conform to ALTA requirements and be certified to Buyer, Seller, Seller’s counsel, the Title Company, and Title Agent (if different from Seller’s counsel). If any encroachments not acceptable to Buyer

are shown, Buyer may give written notice of objection to Seller prior to the end of the Title Review Period, in which case any such encroachment shall be treated in the same manner as a title defect pursuant to Section 5.2.2 above; provided, however, that Buyer shall have no right to object to any matters which constitute Acceptable Encumbrances. If, however, Buyer fails to obtain a survey, or if Buyer obtains a survey, but fails to give written notice of objection prior to the end of the Title Review Period, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

5.4 Title Update. In the event the effective date of the Title Commitment is not a date which is within thirty (30) days from the Closing Date, then at least five (5) days prior to Closing, Seller shall cause the Title Company to update the Title Commitment, and provide a copy thereof to Buyer, together with copies of any new title matters referred to in the updated Title Commitment not appearing on the original Title Commitment. If the updated Title Commitment contains exceptions which arose subsequent to the effective date of the Title Commitment and which do not constitute Acceptable Encumbrances, Buyer may file written objection thereto within five (5) Business Days after receipt thereof, but in any event prior to completion of the Closing. If Buyer timely and properly files written objection to any such other item, all of the provisions of the last portion of Section 5.2.2 shall then be applicable. If the updated Title Commitment contains no exceptions, other than those reflected on the Title Commitment delivered pursuant to Section 5.1 and other Acceptable Encumbrances or if Buyer fails to give written notice of objection to Seller as and when required, then all matters reflected on the updated Title Commitment shall be deemed Acceptable Encumbrances, and this Agreement shall remain in full force and effect and Buyer shall be obligated to complete the transaction as required by this Agreement.

6. Closing.

6.1 Buyer's Conditions of Closing. This Agreement, including all of Buyer's obligations hereunder, is contingent upon the existence or satisfaction of various conditions as hereinafter set forth (hereinafter collectively referred to as the "Closing Conditions"). If any of the Closing Conditions exist or have not been satisfied by the Closing Date, Buyer shall have the right, at its sole option, to: (i) terminate this Agreement or (ii) affirm this Agreement and close the transactions contemplated hereby, thereby waiving any objections. These Closing Conditions are:

(a) The representations and warranties of Seller in this Agreement shall be true and correct, on and as of the Closing Date;

(b) Seller shall have kept, observed, performed, satisfied, and complied with all terms, covenants, conditions, agreements, requirements, restrictions and provisions required by this Agreement, to be kept, observed, performed, satisfied or complied with by Seller prior to or on the Closing Date.

6.2 Seller's Affirmative Covenants Prior to Closing. Commencing as of the Effective Date and continuing for the entire period in which Seller has any legal or equitable interest in the Property, or any portion thereof:

(a) Seller shall cooperate fully with Buyer, including providing of access, during the Feasibility Period, and at all times thereafter prior to Closing, pertaining to Buyer's investigation of the Property, as well as the obtaining of necessary consents and approvals for the ownership, management or leasing of the Property;

(b) Seller will not cause, permit or suffer any act to be performed or the absence of same which might cause damage, waste or destruction to the Property; and

(c) Seller shall comply with all federal, state and municipal laws, statutes, ordinances, regulations and orders relating to the Property, including its use, leasing and operation.

6.3 Closing Date; Place. The Closing shall occur simultaneously with, or on a date no later than five (5) Business Days after Buyer closes on the loan to finance the transaction with the Lender, but in no event later than July 15, 2021 (the “**Outside Closing Date**”). If for any reason Buyer is unable to close this transaction by the Outside Closing Date, then Seller shall have the right to terminate this Agreement, by written notice to Buyer and the parties thereafter shall have no obligations or liability to each other under this Agreement, except Buyer shall remain obligated with respect to the indemnities and obligations contained in Sections 3.4 and 3.5 of this Agreement. Closing shall take place as a “mail away closing” and shall be conducted by the Title Agent by wire transfer of funds and electronic submittal of signed documents with originals sent to the Title Agent prior to Closing.

6.4 Seller's Deliveries. On or before the Closing Date, Seller shall deliver or cause to be delivered to Title Agent in escrow, the following instruments (in addition to any other instruments contemplated by this Agreement):

6.4.1. Special Warranty Deed with respect to the Land and Improvements, as applicable, in the form of **Exhibit B** attached hereto;

6.4.2. Seller's Affidavit in the form attached as **Exhibit C** hereto;

6.4.3. Bill of Sale with respect to those items of Personal Property which are furniture, fixtures, and equipment, in the form attached as **Exhibit D**, including all of the Inventory;

6.4.4. Assignment and Assumption Agreement in the form attached as **Exhibit E** hereto (the “**Assignment and Assumption Agreement**”), pursuant to which the Seller shall assign and Buyer shall assume all of Seller's rights, title and interest in the Club Plan and the service, maintenance and/or equipment contracts listed on **Exhibit A** attached to the Assignment and Assumption Agreement;

6.4.5. Buyer-Seller Closing Statement;

6.4.6. Evidence satisfactory to the Title Company and Title Agent in its reasonable discretion of Seller's authority to execute the instruments delivered at the Closing and to consummate the Closing;

6.4.7. Any instruments required by Section 9 of this Agreement and not otherwise listed in this Section 6.4;

6.4.8. Form 1099-S; and

6.4.9. Certificate of Non-foreign Status or statement complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986 as amended.

6.5 Buyer's Deliveries. On or before the Closing Date, Buyer shall deliver or cause to be delivered to Title Agent the following (in addition to any other instruments required by the terms of this Agreement):

6.5.1. Payment of the Purchase Price for disbursement to Seller at Closing in accordance with the terms of this Agreement;

6.5.2. Assignment and Assumption Agreement in the form attached as **Exhibit E** hereto;

6.5.3. Buyer-Seller Closing Statement;

6.5.4. Certificate of Good Standing from the Florida Secretary of State;

6.5.5. Incumbency Certificate (or other authorizing resolution and/or written action satisfactory to the Title Company and Title Agent) specifying the officers of Buyer authorized to act for and on behalf of Buyer with respect to the transaction contemplated hereby together with Secretary's Certificate evidencing adoption of resolutions authorizing Buyer to consummate the purchase;

6.5.6. Any instruments required by Section 9 of this Agreement and not otherwise listed in this Section 6.5; and

6.6 Possession. Possession of the Property shall be surrendered at the Closing, subject to all Acceptable Encumbrances.

7. Certain Special Provisions Which Shall Survive Closing. In addition to other provisions of this Agreement which by their terms survive the Closing of the purchase and sale, the following provisions shall also survive the Closing.

7.1 Club Plan. Buyer recognizes that the Property is subject to the Club Plan and to the rules and regulations, as same may be amended from time to time. At Closing, Buyer assumes all the terms, conditions, covenants and obligations under the Club Plan and all rules and regulations established pursuant thereto. Buyer agrees to comply with all of the terms and provisions thereof insofar as they relate to or affect the Land unless Buyer, as Club Owner, elects to terminate or amend the Club Plan after Closing.

7.2 Employees. It is acknowledged and agreed that pursuant to the terms and provisions of the Management Agreement by and between Seller and Evergreen Lifestyles Management (the "**Club Management Company**") for the management of the Property (the "**Management Agreement**"), all service personnel performing services on the Property are the

employees of the Club Management Company and not Seller, and Seller has no obligation or liability for accrued unpaid wages, salaries, benefits, vacation and other income items due to such employees, all of which are the responsibility of the Club Management Company. At Closing, Seller shall terminate the Management Agreement with Club Management Company. Seller shall be responsible for any unpaid wages, overtime or other wages claims relating to any period prior to the Closing Date and shall hold harmless and indemnify Buyer from the same. This Section shall survive Closing.

7.3 Use of Name. Buyer may use the TerraLargo name and logo with respect to the Clubhouse for any purposes, including but not limited to general and typical Club purposes.

7.4 Effect. All of the provisions of this Section 7 shall survive the Closing in accordance with their terms and shall constitute restrictions, covenants, conditions, easements, and obligations which run with title to all or any portion of the Land and which are servitudes upon the Land and shall be binding upon Buyer and inure to the benefit of and be enforceable by Seller and such of its assigns as to which Seller specifically assigns its rights hereunder. Such an assignment may be of all or only certain rights hereunder and may be made on an exclusive or non-exclusive basis, and in any event without the necessity of any joinder or consent of Buyer or any other party. Absent an express assignment as aforesaid, no person or entity shall be deemed a third party beneficiary or a successor assignee of Seller with respect to any of the provisions of this Section 7 or have any rights to enforce any of the provisions contained herein, nor shall Seller have any duty to any third party to do so.

7.5 Enforcement; Remedies. So long as Seller has a development interest in TerraLargo, which interest must be established by Seller, violation or attempted violation by Buyer of any provision contained in this Section 7 shall entitle Seller to exercise any and all remedies available in equity. In addition Seller shall have the right to proceed in equity to compel compliance of the violated or breached provision. In the event of any litigation arising from any violation or attempted violation by Buyer, the prevailing party shall be entitled to reimbursement from the losing party for all attorneys' fees and costs incurred pre-trial and at all levels of proceedings, including appeal. Any failure by Seller to enforce any provision of this Section 7 in any one instance shall not be deemed a waiver by Seller to enforce the same or any other provision in the future.

7.6 Use of the Clubhouse. Buyer represents and warrants to Seller that Buyer intends to use the Clubhouse as a recreational facility as described herein for so long as Seller and/or its affiliates are marketing and selling residential dwellings within TerraLargo by Seller and/or its affiliates. Seller and/or its affiliates shall have the right to access the Club from 7:00 a.m. to 6:00 p.m., each day of the week, and at all other reasonable times established by Buyer, but only for the purpose of exhibiting the Club to potential purchasers in connection with the marketing and sale of residential dwellings by Seller and/or its affiliates provided, however, that such right shall expire when Seller and/or its affiliates no longer owns any real property within TerraLargo. This Section shall survive Closing. In exercising its rights hereunder, Buyer agrees not to cause any damage or make any physical changes to the Property or interfere with the rights of any parties who may have a legal right to use or occupy the Property (including, without limitation, those using the Clubhouse, employees, licensees, and service providers). This Section shall survive Closing.

8. Indemnification. Seller shall indemnify and save harmless Buyer against any and all claims, actions, damage or liability (including attorney's fees and the costs to prepare any new easements) resulting from Seller's use of the Property prior to Closing and after the Closing pursuant to this Agreement. Seller shall also indemnify and save harmless Buyer against any and all claims, actions, damage or liability resulting from any personal injury claim respecting the Property occurring before Closing. This Section shall survive Closing.

9. Warranties And Representations.

9.1 Buyer's Warranties and Representations. Buyer warrants and represents that: (a) Buyer has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and the Club Plan and to carry out Buyer's obligations hereunder; (b) this Agreement has been duly executed and delivered by Buyer; (c) the execution of this Agreement and the Closing to occur hereunder does not and will not violate any contract, covenant or other agreement to which Buyer may be a party or by which Buyer may be bound; and (d) Buyer is purchasing the Property for the continued operation of the Club.

9.2 Club Reserves. Buyer acknowledges and agrees that Seller has not collected reserves (as described in Section 8.5 of the Club Plan) for the Club ("**Reserves**"). Buyer further acknowledges and agrees that, as of the Closing: (i) any and all expenses and/or costs associated with the repair, replacement and/or maintenance of any structural, mechanical, electrical or other component of the Clubhouse shall be the sole responsibility of Buyer (as Club Owner); (ii) such costs and expenses may be required to be billed to the Owners (as defined in the Declaration) from time to time to the extent funds are not available but are necessary for the repair, replacement and/or maintenance of such items; and (iii) Seller shall not in any way be responsible for any such repair, replacement and/or maintenance expenses or costs.

9.3 Seller's Warranties and Representations. For the purpose of inducing the Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller warrants and represents to Buyer that:

(a) Seller has the full right, power, authority to sell the Property to Buyer as provided in this Agreement and the Club Plan and to carry out Seller's obligations hereunder;

(b) Seller is duly organized and in good standing under the laws of the State of Florida;

(c) Subject to Section 14.14 hereof, all requisite corporate action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained;

(d) This Agreement has been duly authorized, executed and delivered by Seller;

(e) Except with respect to that certain LEASE AGREEMENT (SPACE IN CLUBHOUSE) dated effective as of May 1, 2021 between Seller as "Landlord" and Buyer as "Tenant" thereunder, there are no leases, franchises, licenses or concessions to any commercial concerns on all or part of the Property, parties in possession of any portion of the Property

whether as lessees, tenants-at-sufferance, trespassers or otherwise other than as provided for in the Club Plan;

(f) Seller has no licenses, permits, contracts, agreements or other obligations or burden for the Property now in existence, other than as disclosed to Buyer or to be disclosed to Buyer in accordance with this Agreement (including, without limitation, any Payables for which services have been incurred prior to the Closing Date in accordance with Section 4.4.4 above) and/or as detailed on Exhibit A attached to the Assignment and Assumption Agreement;

(g) Subject to Section 7.2 above, Seller shall not terminate, modify, amend or waive any provision of any lease, contract, agreement, or any other document provided or to be provided to Buyer in accordance with this Agreement, or any benefit described in this Agreement to be conveyed to Buyer, which in some fashion is related to the Property, without the prior written consent of Buyer;

(h) The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not result in any violation of or default under any corporate documents, loan covenant, or other stipulation or agreement to which Seller is a party or by which Seller's assets are bound, or any law, order, rule, regulation, judgment, writ or decree issued against or imposed upon Seller;

(i) To the best of Seller's knowledge, no assessments, special assessments, special improvements including any offsite improvements are pending against, affecting or have been made against any portion of the Property which are unpaid (except ad valorem taxes), whether or not they have become liens.

9.4 Delinquent Club Dues. Buyer acknowledges and agrees that delinquent Club Dues currently exist. Prior to the Closing, Seller shall use commercially reasonable efforts to pursue collection of delinquent Club Dues in the ordinary course of business. From and after the Closing Date, Buyer shall have the right (but not the obligation) to receive and pursue the collection of all delinquent Club Dues as of the Closing Date. Buyer further acknowledges and agrees that Club Dues in general may from time to time become delinquent following the Closing Date and that there may be uncollectible debt resulting from delinquent Club Dues.

9.5 All representations and warranties made by Seller in this Agreement (i) are true and correct as of the Effective Date, (ii) shall be true and correct as of the Closing Date, and (iii) shall survive the Closing Date for a period of one (1) year ("**Survival period**"). With respect to the Property and during the period of time from the Effective Date through the earlier of the Closing Date or earlier termination of this Agreement, Seller agrees that if Seller learns of an error in any of the foregoing representations or warranties, Seller promptly shall give written notice thereof to Buyer (promptly being within three (3) business days, but no later than the day before Closing, whichever first occurs), provided however, that upon such notification, (A) Buyer shall have the right to terminate this Agreement by delivering written notice thereof to Seller and all further rights of Buyer and Seller under this Agreement shall terminate except those which are specifically stated herein to survive termination, and (B) to the extent that such error was the result of an event or condition caused by Seller that is a breach by Seller of this Agreement, Buyer shall be entitled to any and all remedies arising out of such breach available to Buyer under applicable law, it being expressly understood that Seller's obligation to provide

such notification shall in no way relieve Seller of any liability for a breach by Seller of any of its representations or warranties, covenants or agreements under this Agreement (such rights surviving termination of this Agreement). Buyer shall also be entitled to any and all remedies arising out of a breach by Seller of its representations and warranties that Buyer first has actual knowledge of after Closing but before expiration of the Survival Period, provided however, that Buyer files an action to pursue such remedies within sixty (60) days after expiration of the Survival Period (such rights, for clarity, surviving Closing). Notwithstanding the foregoing, Seller shall not be liable to Buyer for a breach of any of the representations and warranties set forth in this Agreement if, and to the extent that, Buyer has actual knowledge of such breach at the Closing and Buyer elects to close on the acquisition of the Property anyway.

10. Assignment. The nature of Buyer's composition as a not-for-profit entity all of the members of which are residents of TerraLargo constitutes a material inducement and a substantial part of the consideration for sale of the Property by Seller to Buyer. Therefore, Buyer may not assign this Agreement, nor may any of Buyer's rights hereunder be transferred in any manner to any person or entity, without Seller's specific prior written consent, which consent may be withheld by Seller in Seller's sole and absolute discretion.

11. Brokerage. Buyer represents and warrants to Seller that Buyer has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Buyer has not taken any action which would result in any real estate broker's, finder's, or other fees or commissions being due or payable to any other party with respect to this transaction. Seller represents and warrants to Buyer that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any other party entitled to a commission in connection with this transaction, and that Seller has not taken any action which would result in any real estate broker's, finder's, or other fees or commission being due and payable to any other party with respect to this transaction. Each party hereby agrees to indemnify, protect, defend (with counsel approved by the party to be indemnified) and to hold the other party harmless from any loss, liability, damage, costs, or expense (including, but not limited to, reasonable attorneys' fees at trial and all appellate levels) resulting to the other party from a breach of the representation and warranty made by such party herein. The provisions of this Section 11 shall survive the Closing and termination of this Agreement.

12. Default.

12.1 Buyer's Default. If this transaction shall not be closed because of default by Buyer, all of Seller's and Buyer's rights hereunder shall be terminated, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof. If, after Closing, Buyer shall default in any obligation of Buyer contained herein, Seller shall be entitled to all remedies available in equity.

12.2 Seller's Default. If this transaction shall not be closed because of default of Seller, neither Seller nor Buyer shall have any further rights or obligations hereunder, except that Buyer shall remain obligated pursuant to Sections 3.4 and 3.5 hereof; or Buyer shall have the right to sue for specific performance of this Agreement (but not damages); provided, however, such specific performance remedy shall be available to Buyer only upon Buyer's full satisfaction of each of Buyer's obligations under this Agreement, including, but not limited to, the issuance

of the commitment for the Institutional Loan. The foregoing remedies, in addition to the indemnification obligation of Seller in Section 8 and the remedies of Buyer in Section 9.5 shall be Buyer's sole and exclusive remedy.

12.3 No Obligation of Seller after Closing. Buyer expressly acknowledges and agrees that Seller has no obligations with respect to the Property pursuant to this Agreement which survive Closing, except as specifically set forth herein. The provisions of this Section shall survive the Closing.

12.4 Notice of Default. Notwithstanding anything to the contrary in this Agreement, no default shall occur hereunder until written notice thereof is given to the defaulting party by the other party asserting an event of default has occurred, describing the nature of the default, and giving a period of ten (10) days to cure the default; provided, however, in no event shall such notice requirement and cure period apply to the failure of a party to close this transaction on the Closing Date.

12.5 Third-Party Purchaser. Buyer hereby expressly acknowledges and agrees that time is of the essence with respect to all Buyer's commitments and time periods contained in this Agreement and that in the event that Buyer is late or in default with respect to any such time periods, deadlines or commitments, and/or if Buyer is unable to close on the Property on or prior to the Outside Closing Date, then in addition to all rights Seller has in the event of a Buyer default, if applicable, Seller shall have the immediate and unilateral right, but not the obligation to terminate this Agreement and sell the Property to a third party. If Seller closes on the sale of the Property to a third party purchaser, then such third party shall have all rights available to Club Owner under the Club Plan, together with any and all other rights of Seller which Seller may elect to convey to said third party purchaser.

13. No Joint Venture. Buyer acknowledges and agrees that Seller is not a venturer, co-venturer, insurer, guarantor or partner of Buyer in Buyer's ownership or operation of the Property, and that Seller bears and shall bear no liability whatsoever resulting from or arising out of Buyer's ownership and operation of the Property. Therefore, except as otherwise set forth herein (including the Pending Litigation), Buyer agrees to indemnify, defend, and hold harmless Seller from and against any and all losses, claims, demands, damages, costs and expenses of whatsoever kind or nature including reasonable attorneys' fees, related to or arising out of any claims against Seller as a result of Buyer's ownership or operation of the Property following the Closing. The provisions of this Section 13 shall survive the Closing.

14. Miscellaneous.

14.1 Risk of Loss. Seller agrees to give Buyer prompt notice of any casualty affecting the Property or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Property, prior to Closing. If before Closing, there shall occur:

- (a) damage to any portion of the Property caused by casualty which would cost an amount equal to or greater than five percent (5%) of the Purchase Price of the Property to repair; or

(b) the taking or condemnation of all or any portion of the Property which would interfere with the intended use of the Property;

then, in such event, Buyer shall have the right to terminate this Agreement by written notice thereof delivered to Seller within ten (10) days after Buyer has received notice from Seller or otherwise learns of that event or at the Closing accept all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage. If Buyer elects to terminate this Agreement, neither party shall have any further obligations under this Agreement except that Buyer shall remain liable for the obligations contained in Sections 3.4 and 3.5 hereof. If Buyer does not so timely elect to terminate this Agreement, then the Closing shall take place as provided herein and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

If before Closing there occurs:

(a) damage to the Property caused by casualty which would cost less than five percent (5%) of the Purchase Price to repair; or

(b) the taking or condemnation of a portion of the Property which would not interfere with the intended use of the Property;

then, Buyer may not terminate this Agreement and there shall be assigned to Buyer at the Closing all interest of Seller in and to any insurance proceeds or condemnation awards payable to Seller on account of that event, less sums which Seller incurs before the Closing to repair any of the damage.

14.2 Construction of Agreement. The terms “Seller” and “Buyer” whenever used in this Agreement shall include the successors and permitted assigns of the respective parties hereto, provided, however, that Buyer’s right of assignment is restricted by the provisions hereof. Whenever used, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. The term “including” as used herein shall in all instances mean “including, but not limited to”. The term “attorney fees” wherever used in this Agreement shall include, without limitation, attorneys’ fees, paralegal fees and paraprofessional fees. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement. This Agreement and any related instruments shall not be construed more strictly against one party than against the other by virtue of the fact that initial drafts may have been prepared by counsel for one of the parties, it being recognized that this Agreement and any related instruments are the product of extensive negotiations between the parties hereto.

14.3 Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterparts, a complete set of which shall be deemed an original, but all of which will constitute the same agreement. A signature of this Agreement set forth in a PDF file or other electronic format circulated by e-mail shall be deemed to be an original and shall bind the signing party (ies).

14.4 Severability and Waiver. Invalidation of any one Section or provision of this Agreement by judgment or court order shall in no way affect any other Section or provision. Failure of any party to this Agreement to insist on the full performance of any of its provisions by the other party shall not constitute a waiver of such performance unless the party failing to insist on full performance of the provision declares in writing signed by it that it is waiving such performance. A waiver of any breach under this Agreement by any party, unless otherwise expressly declared in writing, shall not be a continuing waiver or waiver of any subsequent breach of the same or other provision of this Agreement.

14.5 Governing Law. This Agreement is being executed and delivered, and is intended to be performed, in the State of Florida. The laws of the State of Florida (without regard to conflicts of law) shall govern the validity, construction, enforcement and interpretation of this Agreement. Venue for any action arising hereunder shall lie exclusively in the Federal or State courts where the Property is located.

14.6 Further Acts. In addition to the acts and deeds recited in this Agreement and contemplated to be performed, executed, and/or delivered under this Agreement, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at Closing or after Closing all further acts, deeds, and assurances reasonably necessary to consummate the transactions or agreements contemplated hereby. This provision survives Closing.

14.7 Radon Gas. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS 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 HEALTH DEPARTMENT.

14.8 Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be received: (a) upon receipt or refusal to accept receipt if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by electronic mail, upon being sent with automated delivery confirmation; or (c) upon receipt or refusal to accept receipt if sent by overnight courier, with request for next Business Day delivery, addressed as follows (or to such other address as the parties may specify by notice given pursuant to this Section):

TO SELLER:

OK TERRALARGO CLUB LLC
Attn: Jim Harvey
701 S. Olive Avenue, Suite 104
West Palm Beach, Florida 33401
Phone No.: (813) 615-1244 ext 201
E-mail: jharvey@kolter.com

WITH A COPY TO:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson. P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602
Phone No.: (813) 223-4800
E-mail: coryan@stearnsweaver.com
aburris@stearnsweaver.com

TO BUYER:

TERRALARGO COMMUNITY ASSOCIATION, INC.
Attn: Dan Richarz, President
c/o Castle Group
6301 Memorial Highway, Suite #103
Tampa, FL 33615
E-mail: dan@terralargohoa.com

WITH A COPY TO:

Nick Asma, Esq.
Asma & Asma, P.A.
884 South Dillard Street
Winter Garden, Florida 34787
Phone No.: (407) 656-5750
E-mail: nick.asma@asmapa.com

TO TITLE AGENT:

K Title Company LLC
Attn: Guido Virgili
4803 PGA Boulevard, Suite A
Palm Beach Gardens, Florida 33418
Phone No.: (561) 571-7599
E-mail: gvirgili@kolter.com

14.9 Entire Agreement and Amendment. This Agreement contains the entire understanding between Buyer and Seller with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, changed, waived, discharged or terminated orally. Any such action may occur only by an instrument in writing signed by the party against whom enforcement of the modification, change, waiver, discharge or termination is sought.

14.10 Recording. This Agreement shall not be recorded and Buyer agrees that recording same constitutes a default by Buyer.

14.11 Exhibits. The Exhibits which are referenced in and attached to this Agreement are incorporated in and made a part of, this Agreement for all purposes.

14.12 Time of the Essence. It is expressly agreed by Seller and Buyer that time is of the essence with respect to this Agreement. If the final day of any period or any date of performance under this Agreement falls on a date which is not a Business Day, then the final day of the period or the date of performance, as applicable, shall be extended to the next day which is a Business Day.

14.13 No Third Party Beneficiary. This Agreement is solely between Seller and Buyer and no other party shall be entitled to rely upon any provision hereof for any purpose whatsoever.

14.14 Requisite Senior Management Approval. This Agreement is subject to approval by Seller's senior management. Neither the submission of any proposal or this Agreement for examination to Buyer, nor any correspondence or course of dealing between Buyer or Seller shall constitute a reservation of or option for the Property or in any manner bind Seller. No contract or obligation on the part of Seller shall arise until this Agreement is approved by Seller's senior management and fully executed and unconditionally delivered by Seller. If this Agreement is executed and returned by Seller to Buyer, the requirement for senior management approval shall be deemed to have been obtained. Buyer may revoke its offer to purchase the Property pursuant to this Agreement if Seller does not execute the same within five (5) days of Seller's receipt of this Agreement fully executed by Buyer.

14.15 Limitation on Liability.

14.15.1. Buyer expressly agrees that the obligations and liabilities of Seller under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, attorneys, shareholders or other principals and representatives of Seller or Seller's affiliates. Notwithstanding anything to the contrary, Seller's liability, if any, arising in connection with this Agreement or with the Property shall be limited to Seller's interest in the Property or the proceeds therefrom for the recovery of any judgment against Seller, and Seller shall not be personally liable for any such judgment or deficiency after execution thereon. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Seller's present and future officers, directors, agents, employees, attorneys, shareholders or other principals and representatives and their respective heirs, successors and assigns.

14.15.2. Seller expressly agrees that the obligations and liabilities of Buyer under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, attorneys, or other principals and representatives of Buyer or Buyer's affiliates. The limitations of liability contained in this Section shall apply equally to, and inure to the benefit of Buyer's present and future officers, directors, agents, employees, attorneys, or other principals and representatives and their respective heirs, successors and assigns.

14.16 Confidentiality.

14.16.1. Buyer acknowledges the confidential and proprietary nature of (i) all information, documents, agreements, correspondence, contracts, reports, files, books, records, financial data, and other information delivered or made available by Seller to Buyer pursuant to this Agreement, and (ii) all results, reports, analyses, and other products of tests, inspections, studies, and other due diligence conducted on the Property pursuant to this Agreement, and this Agreement and the contents and provisions hereof (collectively, the “**Confidential Information**”). Buyer agrees to keep and hold all of the Confidential Information confidential and agrees not to use it for any purpose other than the purposes contemplated by this Agreement. Buyer shall not disclose any of the Confidential Information to, or discuss any of the

Confidential Information with, any third person other than Buyer's counsel, consultants and advisors, Castle Group, the board of directors of Buyer, the homeowners within TerraLargo and any potential Lender.

14.16.2. Each of Buyer and Seller agrees with the other that prior to Closing it will not make any public announcement about the purchase and sale transaction contemplated hereby or any of the terms hereof, including without limitation any of the Confidential Information, without the prior written consent of the other, except for announcements to the homeowners of TerraLargo at membership meetings or otherwise.

14.16.3. The provisions of this Section 14.16 shall survive the Closing and any termination of this Agreement.

14.17 Attorneys' Fees. In the event of any litigation between the parties to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paraprofessional fees, and court costs, pretrial and at all levels of proceedings, including appeals. This provision shall survive termination or cancellation of this Agreement and closing of this Agreement.

14.18 Waiver of Default. Upon Closing, Buyer and Seller shall be deemed to have waived any and all defaults, claims or other liabilities of, or against, the other party related to this Agreement accruing at the time of or prior to Closing.

14.19 Acknowledgement and Waiver. BUYER ACKNOWLEDGES AND AGREES THAT IT HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY AND CONSEQUENCES OF THIS AGREEMENT. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT IT HAS SOUGHT AND RECEIVED LEGAL ADVICE REGARDING THIS AGREEMENT OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH LEGAL ADVICE. SELLER IS RELYING ON BUYER CONFIRMING IN ADVANCE OF EXECUTING THIS AGREEMENT THAT THE RECORDED CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING BUYER FROM TAKING THE POSITION THAT ANY PROVISION OF THE RECORDED CLUB PLAN IS INVALID IN ANY RESPECT. THIS ACKNOWLEDGEMENT AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

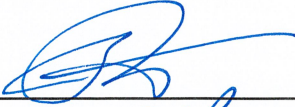
14.20 WAIVER OF TRIAL BY JURY. BUYER AND SELLER HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDINGS RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE OR LIABILITY OF A PARTY HEREUNDER TO THE FULL EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BUYER AND SELLER. BUYER AND SELLER HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A

JURY TRIAL WOULD OTHERWISE ACCRUE. BUYER AND SELLER FURTHER CERTIFY AND REPRESENT TO EACH OTHER THAT NO PARTY, REPRESENTATIVE OR AGENT OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) HAS REPRESENTED, EXPRESSLY OR OTHERWISE, TO BUYER OR SELLER OR TO ANY AGENT OR REPRESENTATIVE OF BUYER OR SELLER (INCLUDING, BUT NOT LIMITED TO, THEIR RESPECTIVE COUNSEL) THAT THEY WILL NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL. THIS PROVISION IS A MATERIAL INDUCEMENT OF ALL PARTIES ENTERING INTO THIS AGREEMENT. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE AMENDMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT OR CLOSING OF THIS AGREEMENT.


[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement, each on the date set forth below.

WITNESSES:



Print Name: BAYAN T. LOPRESTE

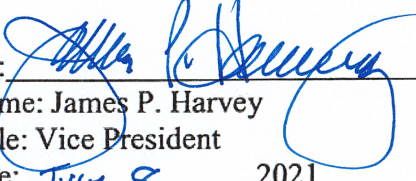


Print Name: MATTHEW ALFONSO

SELLER:

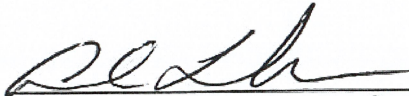
OK TERRALARGO CLUB LLC, a Florida
limited liability company

By: OK JV2 LLC, a Delaware limited

By: 

Name: James P. Harvey
Title: Vice President
Date: JULY 8, 2021

WITNESSES:



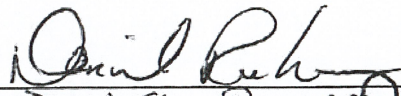
Print Name: ALONZO THOMPSON



Print Name: MARIO A. GARCIA

BUYER:

**TERRALARGO COMMUNITY
ASSOCIATION, INC.**, a Florida not-for-
profit corporation

By: 

Name: DANIEL RICHARD
Title: PRESIDENT

Date: JULY 7, 2021

SCHEDULE OF EXHIBITS

- A Legal Description of Land
- B Form of Special Warranty Deed
- C Form of Seller's Affidavit
- D Form of Bill of Sale
- E Form of Assignment and Assumption Agreement
- G Inventory
- H Pending Litigation

EXHIBIT A

LEGAL DESCRIPTION OF LAND

(PARCEL "A")

BEGIN AT THE SOUTHEAST CORNER OF TRACT "N" TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7-10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN ALONG THE EASTERLY LINE OF SAID TRACT "N", THE FOLLOWING COURSES AND DISTANCES: N 29°58'01" W, A DISTANCE OF 24.26 FEET; N 51°44'37" W, A DISTANCE OF 50.54 FEET; N 74°14'37" W, A DISTANCE OF 40.44 FEET; N 51°44'37" W, A DISTANCE OF 22.32 FEET; N 74°14'37" W, A DISTANCE OF 17.78 FEET; N 29°14'37" W, A DISTANCE OF 115.24 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 43°27'06", A CHORD BEARING OF N 02°39'10" E AND A CHORD DISTANCE OF 101.43 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF AFORESAID TRACT "N", A DISTANCE OF 103.90 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT "A" OF AFORESAID PLAT OF TERRALARGO; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT "A", THE FOLLOWING COURSES AND DISTANCES: N 62°58'59" E, A DISTANCE OF 57.36 FEET; N 80°03'59" E, A DISTANCE OF 42.76 FEET; N 87°14'40" E, A DISTANCE OF 193.84 FEET; S 75°57'33" E, A DISTANCE OF 46.44 FEET; N 66°18'10" E, A DISTANCE OF 21.29 FEET TO THE NORTHWEST CORNER OF TRACT "T" OF AFORESAID PLAT OF TERRALARGO, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.50 FEET, A CENTRAL ANGLE OF 14°50'29", A CHORD BEARING OF S 37°27'49" E AND A CHORD DISTANCE OF 88.47 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 88.72 FEET TO A POINT OF TANGENCY; THENCE RUN S 30°02'35" E, ALONG THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 105.52 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SLEEPY HILL ROAD; THENCE RUN S 60°00'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 324.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(PARCEL "B")

BEGIN AT THE SOUTHEAST CORNER OF TRACT "T" TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7-10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN N 30°02'35" W, ALONG THE EASTERLY LINE OF SAID TRACT "T", A DISTANCE OF 105.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 357.50 FEET, A CENTRAL ANGLE OF 13°54'45", A CHORD BEARING OF N 36°59'57" W AND A CHORD DISTANCE OF 86.59 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 86.81 FEET TO THE NORTHEAST CORNER OF SAID TRACT "T";

THENCE RUN N 66°18'10" E, A DISTANCE OF 58.02 FEET; THENCE RUN S 02°22'17" W, A DISTANCE OF 53.42 FEET; THENCE RUN S 30°00'00" E, A DISTANCE OF 140.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SLEEPY HILL ROAD; THENCE RUN S 60°00'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 18.44 FEET TO THE POINT OF BEGINNING.

AND

TRACT "T", OF TERRALARGO, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGE 7, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT "A", OF TERRALARGO, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGE 7, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED BY THAT CERTAIN QUIT CLAIM DEED FROM OK TERRALARGO CLUB LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO OK TERRALARGO LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 10143, PAGE 1258, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT "A", TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7 THROUGH 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID TRACT "A" AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF VIA LAGO DRIVE, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 36°24'04", A CHORD BEARING OF NORTH 31°08'51" EAST AND A CHORD DISTANCE OF 118.69 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 120.71 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 77°03'11" EAST, A DISTANCE OF 125.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 40°48'08", A CHORD BEARING OF SOUTH 33°20'53" WEST AND A CHORD DISTANCE OF 219.61 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 224.32 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF AFORESAID TRACT "A", SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 238.00 FEET, A CENTRAL ANGLE OF 30°47'59", A CHORD BEARING OF NORTH 29°37'39" WEST AND A CHORD DISTANCE OF 126.40 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 127.94 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
FORM OF DEED

This Instrument Prepared by:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602

Grantee’s Tax Identification No.:

Property Appraiser’s Parcel ID No.: _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this “**Deed**”) is made as of the ____ day of _____, 2021, from **OK TERRALARGO CLUB LLC**, a Florida limited liability company, with a current mailing address at 701 S. Olive Avenue, Suite 104, West Palm Beach, Florida 33401 (“**Grantor**”), to **TERRALARGO COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, with a current mailing address at 2100 S. Hiawassee Rd., Orlando, Florida 32835 (“**Grantee**”).

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee’s successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the “**Property**”) located and situate in the County of Polk and State of Florida, to wit:

(PARCEL "A")

BEGIN AT THE SOUTHEAST CORNER OF TRACT "N" TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7-10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN ALONG THE EASTERLY LINE OF SAID TRACT "N", THE FOLLOWING COURSES AND DISTANCES: N 29°58'01" W, A DISTANCE OF 24.26 FEET; N 51°44'37" W, A DISTANCE OF 50.54 FEET; N74°14'37" W, A DISTANCE OF 40.44 FEET; N 51°44'37" W, A DISTANCE OF 22.32 FEET; N 74°14'37" W, A DISTANCE OF 17.78 FEET; N 29°14'37" W, A DISTANCE OF 115.24 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 43°27'06", A CHORD

BEARING OF N 02°39'10" E AND A CHORD DISTANCE OF 101.43 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF AFORESAID TRACT "N", A DISTANCE OF 103.90 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT "A" OF AFORESAID PLAT OF TERRALARGO; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT "A", THE FOLLOWING COURSES AND DISTANCES: N 62°58'59" E, A DISTANCE OF 57.36 FEET; N 80°03'59" E, A DISTANCE OF 42.76 FEET; N 87°14'40" E, A DISTANCE OF 193.84 FEET; S 75°57'33" E, A DISTANCE OF 46.44 FEET; N 66°18'10" E, A DISTANCE OF 21.29 FEET TO THE NORTHWEST CORNER OF TRACT "T" OF AFORESAID PLAT OF TERRALARGO, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.50 FEET, A CENTRAL ANGLE OF 14°50'29", A CHORD BEARING OF S 37°27'49" E AND A CHORD DISTANCE OF 88.47 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 88.72 FEET TO A POINT OF TANGENCY; THENCE RUN S 30°02'35" E, ALONG THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 105.52 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SLEEPY HILL ROAD; THENCE RUN S 60°00'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 324.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(PARCEL "B")

BEGIN AT THE SOUTHEAST CORNER OF TRACT "T" TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7-10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN N 30°02'35" W, ALONG THE EASTERLY LINE OF SAID TRACT "T", A DISTANCE OF 105.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 357.50 FEET, A CENTRAL ANGLE OF 13°54'45", A CHORD BEARING OF N 36°59'57" W AND A CHORD DISTANCE OF 86.59 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 86.81 FEET TO THE NORTHEAST CORNER OF SAID TRACT "T"; THENCE RUN N 66°18'10" E, A DISTANCE OF 58.02 FEET; THENCE RUN S 02°22'17" W, A DISTANCE OF 53.42 FEET; THENCE RUN S 30°00'00" E, A DISTANCE OF 140.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SLEEPY HILL ROAD; THENCE RUN S 60°00'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 18.44 FEET TO THE POINT OF BEGINNING.

AND

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AND

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LESS AND EXCEPT THAT PORTION CONVEYED BY THAT CERTAIN QUIT CLAIM DEED FROM OK TERRALARGO CLUB LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO OK TERRALARGO LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 10143, PAGE 1258, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SUBJECT, however, to real property taxes and assessments for the year 2021 and subsequent years; zoning and other regulatory laws and ordinances; those matters described on

Exhibit “A” attached hereto (“**Acceptable Encumbrances**”) provided, however, that nothing herein shall be deemed to reimpose any of the foregoing.

TO HAVE AND TO HOLD the same in fee simple forever.

Grantor does hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor hereby warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against no others.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

GRANTOR:

OK TERRALARGO CLUB LLC, a Florida
limited liability company

By: OK JV2 LLC, a Delaware limited

Print Name: _____

By: _____
Name: James P. Harvey
Title: Vice President

Print Name: _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2021 by James P. Harvey, as Vice President of OK JV2 LLC, a Delaware limited liability company, the manager of OK TERRALARGO CLUB LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of _____
at large

Print Name: _____

EXHIBIT C

SELLER'S AFFIDAVIT

BEFORE ME, the undersigned authority personally appeared James P. Harvey ("**Affiant**"), who upon being duly cautioned and sworn, deposes and states as follows:

Affiant is the Vice President of OK JV2 LLC, a Delaware limited liability company, the manager of OK TERRALARGO CLUB LLC, a Florida limited liability company ("**Seller**"), and has been authorized by Seller to make this Affidavit on Seller's behalf.

1. Seller is the owner of those premises legally described as follows (the "**Property**"):

(PARCEL "A")

BEGIN AT THE SOUTHEAST CORNER OF TRACT "N" TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7-10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN ALONG THE EASTERLY LINE OF SAID TRACT "N", THE FOLLOWING COURSES AND DISTANCES: N 29°58'01" W, A DISTANCE OF 24.26 FEET; N 51°44'37" W, A DISTANCE OF 50.54 FEET; N74°14'37" W, A DISTANCE OF 40.44 FEET; N 51°44'37" W, A DISTANCE OF 22.32 FEET; N 74°14'37" W, A DISTANCE OF 17.78 FEET; N 29°14'37" W, A DISTANCE OF 115.24 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 43°27'06", A CHORD BEARING OF N 02°39'10" E AND A CHORD DISTANCE OF 101.43 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF AFORESAID TRACT "N", A DISTANCE OF 103.90 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT "A" OF AFORESAID PLAT OF TERRALARGO; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT "A", THE FOLLOWING COURSES AND DISTANCES: N 62°58'59" E, A DISTANCE OF 57.36 FEET; N 80°03'59" E, A DISTANCE OF 42.76 FEET; N 87°14'40" E, A DISTANCE OF 193.84 FEET; S 75°57'33" E, A DISTANCE OF 46.44 FEET; N 66°18'10" E, A DISTANCE OF 21.29 FEET TO THE NORTHWEST CORNER OF TRACT "T" OF AFORESAID PLAT OF TERRALARGO, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.50 FEET, A CENTRAL ANGLE OF 14°50'29", A CHORD BEARING OF S 37°27'49" E AND A CHORD DISTANCE OF 88.47 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 88.72 FEET TO A POINT OF TANGENCY; THENCE RUN S 30°02'35" E, ALONG THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 105.52 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SLEEPY HILL ROAD; THENCE RUN S 60°00'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 324.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(PARCEL "B")

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2. Seller has possession of the Property, there is no other person in possession who has any right of ownership in the Property and there are no facts known to Seller which could give rise to a claim of ownership being adversely asserted to any of the Property, except for matters of record set forth on that certain _____ Title Insurance Company Commitment for Title Insurance, Commitment No. _____, with an Effective Date of _____, 202__ at ____:00 __.m. issued through _____, as title agent. (the "Title Commitment").
3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for (i) real estate and personal property taxes for the year 2021 and subsequent years, and (ii) easements, restrictions, or other title matters of record, or listed in the schedule of exceptions in the Title Commitment and the title insurance policy to insure the fee simple title to the Property to be received by Buyer (defined below) in this transaction pursuant to the Title Commitment. To the extent Seller has failed to pay income, use, sales or any other tax accruing prior to Closing respecting the Property, Seller shall be responsible for the same.
4. Within the past ninety (90) days there have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid, and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving the Property that remain unpaid.
5. There are no construction, materialmens', or laborers' liens against the Property.

6. Seller has made no additional improvements to the Property and has received no notice of (proposed) back assessments from the Polk County property appraiser's office or bill for back assessments from a tax collector with respect to the Property.
7. The personal property contained in the Property, and which, if any, is being sold to Buyer mentioned below, is also free and clear of all liens, encumbrances, claims and demands whatsoever except as reflected on the Title Commitment.
8. All fixtures, equipment, appliances, machines, plumbing, heating and air conditioning systems located within or upon this Property have been paid for in full and there are no chattel mortgages, title retention or conditional sales contracts or other encumbrances outstanding against the same.
9. There are no existing contracts for sale affecting the Property except for that certain Agreement for Sale and Purchase (Club TerraLargo) between Seller and Buyer, having an Effective Date of _____, 2021 (the "**Purchase Agreement**").
10. Except as disclosed on Exhibit H to the Purchase Agreement, there are no actions or proceedings now pending in any State or Federal Court to which Seller is a party, including, but not limited to proceedings in bankruptcy, receivership or insolvency, nor are there any judgments or liens of any nature which constitute or could constitute a charge or lien upon such Property.
11. Seller has received no written warning, notices, notice of violation, administrative complaints, judicial complaints or other formal written notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.
12. This affidavit is (i) made for the purpose of inducing TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Buyer") to purchase the Property, (ii) for the purpose of inducing _____ as agent for _____ Title Insurance Company to issue a policy of title insurance in connection with this transaction and to disburse funds in reliance on the Title Commitment, and (iii) made under penalties of perjury.

[SIGNATURES ON THE FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT:

WITNESSES:

AFFIANT:

OK TERRALARGO CLUB LLC, a Florida
limited liability company

By: OK JV2 LLC, a Delaware limited

Print Name: _____

By: _____
Name: James P. Harvey
Title: Vice President

Print Name: _____

Sworn and subscribed before me by means of [] physical presence or [] online
notarization, this ____ day of _____, 2021 by James P. Harvey, as Vice President of OK
JV2 LLC, a Delaware limited liability company, the manager of OK TERRALARGO CLUB
LLC, a Florida limited liability company, on behalf of the company, who is personally known to
me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of _____
at large

Print Name: _____

EXHIBIT D

BILL OF SALE

OK TERRALARGO CLUB LLC, a Florida limited liability company ("**Seller**"), for the sum of TEN AND NO/100 (\$10.00) DOLLARS, lawful money of the United States, paid by TERRALARGO COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, transferred, assigned and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the such Buyer all of Seller's right, title and interest in and to all of the personal property, now existing, owned by Seller as set forth in attached **Exhibit A** (the "**Personal Property**") and located on the real property described on **Exhibit B**.

TO HAVE AND TO HOLD the same unto the Buyer forever. Wherever used herein the term "Seller" and "Buyer" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and any successors and assigns of the parties hereto.

AND Seller covenants that Seller is the lawful owner of the Personal Property; that such Personal Property is free from all liens and/or encumbrances; and Seller will warrant and defend the title of such Personal Property against the lawful claims and demands of all persons claiming by, through, or under Seller, but none other. The conveyances hereunder are on an "as-is", "where-is" basis, subject to the covenants, representations and warranties expressly set forth herein.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal effective as of the day of _____, 202____.

WITNESSES:

SELLER:

OK TERRALARGO CLUB LLC, a Florida
limited liability company

By: OK JV2 LLC, a Delaware limited

Print Name: _____

By: _____
Name: James P. Harvey
Title: Vice President

Print Name: _____

Sworn and subscribed before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2021 by James P. Harvey, as Vice President of OK

JV2 LLC, a Delaware limited liability company, the manager of OK TERRALARGO CLUB LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of _____
at large

Print Name: _____

EXHIBIT A TO BILL OF SALE

PERSONAL PROPERTY

Terralargo Club Inventory 5/21/2021

10	Boxes of arts & crafts
1	Middle Atlantic products PD-915R Power center (music system)
1	Sonny CD Player
30	Water dumbbells
1	Water dumbbell netting
67	Pool Noodles
1	Rolling cart for pool noodles
1	Croquet set with case
1	Styrofoam puzzle
2	42" TV flat screen Tv's (fitness center)
1	Wall Clock (gym)
2	Door coat hangers
2	Trash Cans (black one & metal one) in gym
3	Trash Cans - Black multi-purpose room
1	Metal trash can in Lobby
1	Clock in the lobby
2	Small black mess trash cans in lobby/office
1	Zephyrhills water cooler in gym (lease)
2	paper towel racks (gym)
1	Sanitize dispenser (gym)
2	4-shelve plastic units
2	Hay Bales
1	ADA Machine (gum)
1	Largr trash can (Ladies restroom)
2	Papertowel dispensers (ladies Restroom
1	Hand Dryer (ladies restroom)
1	Shower Mat (ladies restroom)
1	Shower curtain (ladies restroom)
2	Aotomatic air sanitizers (ladies restroom)
1	Large trash can (Mens restroom)
2	Papertowel dispensers (mens Restroom
1	Hand Dryer (mens restroom)
1	Shower Mat (mens restroom)
1	Shower curtain (mens restroom)
2	Aotomatic air sanitizers (mens restroom)
1	2-drawer filing cabinet
1	6 Foot ladder attached
1	4 shelf plastic unit
1	Computer monitor for security system
1	Bingo set
1	Rubermaid plastic container misc.
1	small trash can - supply closet
1	dell computer - desktop
1	Fellows shredder
2	Black adjustable office chairs

1	Nortel Network phone in drawer
1	V-Tech phone with 2nd receiver
1	set insigna speakers
3	Drawers of office supplies
1	Wall unit first aid cabinet
1	Lock cash box
1	Wall clock (lobby)
1	3/2 hole punch combo
2	Staplers
2	Tape Dispensers
1	3-shelf book case
1	Hardware for security system
1	Refrigerator
1	poplite hot air popper
1	Rival Ice Shaver
1	Otis Spunkmyer Cookie oven
1	Kruig Coffee Maker
1	Coffee air pot thermos
1	White dishwasher
1	5 gallon beverage dispenser
1	2 burner electric wamer
5	Metal portabe chaffing racks
1	Red beverage bin/tub
1	Plastic Trash Can
1	Paper Towel Holder
1	Small GE Microwave
1	2 slice toaster
1	GE Profile Refrigerator
3	Brown leather chairs
1	Wood end table
2	Sofa Tables
1	Sofa
1	Electric Fireplace
1	75" Sony Tv
1	Insignia DVD player
1	Wood Tic-Tac-Toe game set
1	Hand made covered bulletin board
4	Rectangle folding tables
4	folding card tables
1	9ft Christmas tree
74	64 Plastic & 10 metal folding chairs
3	Mini blinds I multi-purpose room
1	32" tv in kids room
1	DVD player in kids room
1	small kids table with chairs
	Several donated toys
1	Kithen playset

1	Kids magazine rack
1	Health O Meter Professional Scale
2	Large Christmas wreaths
10	Large Terra Cotta Planter
11	Med planters
2	Trash Cans
1	Bike Rack
1	Permanent Monted playground
3	Metal Benches
6	41" round outdoor tables
29	Deck Chairs
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49	Loungers
1	Pole for cleaning pool
2	Lifesavers
3	Outdoor clocks
1	Rubber amt to entrance from pool
1	911 call box
1	New pressure washer
1	Gas Can
1	Brown Leather chair with T
2	Chairs in lobby

EXHIBIT B TO BILL OF SALE

LEGAL DESCRIPTION OF LAND

(PARCEL "A")

BEGIN AT THE SOUTHEAST CORNER OF TRACT "N" TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7-10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN ALONG THE EASTERLY LINE OF SAID TRACT "N", THE FOLLOWING COURSES AND DISTANCES: N 29°58'01" W, A DISTANCE OF 24.26 FEET; N 51°44'37" W, A DISTANCE OF 50.54 FEET; N74°14'37" W, A DISTANCE OF 40.44 FEET; N 51°44'37" W, A DISTANCE OF 22.32 FEET; N 74°14'37" W, A DISTANCE OF 17.78 FEET; N 29°14'37" W, A DISTANCE OF 115.24 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 43°27'06", A CHORD BEARING OF N 02°39'10" E AND A CHORD DISTANCE OF 101.43 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF AFORESAID TRACT "N", A DISTANCE OF 103.90 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT "A" OF AFORESAID PLAT OF TERRALARGO; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT "A", THE FOLLOWING COURSES AND DISTANCES: N 62°58'59" E, A DISTANCE OF 57.36 FEET; N 80°03'59" E, A DISTANCE OF 42.76 FEET; N 87°14'40" E, A DISTANCE OF 193.84 FEET; S 75°57'33" E, A DISTANCE OF 46.44 FEET; N 66°18'10" E, A DISTANCE OF 21.29 FEET TO THE NORTHWEST CORNER OF TRACT "T" OF AFORESAID PLAT OF TERRALARGO, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.50 FEET, A CENTRAL ANGLE OF 14°50'29", A CHORD BEARING OF S 37°27'49" E AND A CHORD DISTANCE OF 88.47 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 88.72 FEET TO A POINT OF TANGENCY; THENCE RUN S 30°02'35" E, ALONG THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 105.52 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SLEEPY HILL ROAD; THENCE RUN S 60°00'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 324.55 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL:

(PARCEL "B")

BEGIN AT THE SOUTHEAST CORNER OF TRACT "T" TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7-10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN N 30°02'35" W, ALONG THE EASTERLY LINE OF SAID TRACT "T", A DISTANCE OF 105.54 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 357.50 FEET, A CENTRAL ANGLE OF 13°54'45", A CHORD BEARING OF N 36°59'57" W AND A CHORD DISTANCE OF 86.59 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 86.81 FEET TO THE NORTHEAST CORNER OF SAID TRACT "T"; THENCE RUN N 66°18'10" E, A DISTANCE OF 58.02 FEET; THENCE RUN S 02°22'17" W, A DISTANCE OF 53.42 FEET; THENCE RUN S 30°00'00" E, A DISTANCE OF 140.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SLEEPY HILL ROAD; THENCE RUN S 60°00'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 18.44 FEET TO THE POINT OF BEGINNING.

AND

TRACT "T", OF TERRALARGO, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGE 7, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACT "A", OF TERRALARGO, ACCORDING TO PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGE 7, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION CONVEYED BY THAT CERTAIN QUIT CLAIM DEED FROM OK TERRALARGO CLUB LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO OK TERRALARGO LLC, A FLORIDA LIMITED LIABILITY COMPANY RECORDED IN OFFICIAL RECORDS BOOK 10143, PAGE 1258, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF TRACT "A", TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7 THROUGH 10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF SAID TRACT "A" AND THE SOUTHEASTERLY RIGHT OF WAY LINE OF VIA LAGO DRIVE, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 190.00 FEET, A CENTRAL ANGLE OF 36°24'04", A CHORD BEARING OF NORTH 31°08'51" EAST AND A CHORD DISTANCE OF 118.69 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND RIGHT OF WAY LINE, A DISTANCE OF 120.71 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN SOUTH 77°03'11" EAST, A DISTANCE OF 125.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 315.00 FEET, A CENTRAL ANGLE OF 40°48'08", A CHORD BEARING OF SOUTH 33°20'53" WEST AND A CHORD DISTANCE OF 219.61 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 224.32 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF AFORESAID TRACT "A", SAID POINT BEING ON THE ARC OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 238.00 FEET, A CENTRAL ANGLE OF 30°47'59", A CHORD BEARING OF NORTH 29°37'39" WEST AND A CHORD DISTANCE OF 126.40 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 127.94 FEET TO THE POINT OF BEGINNING.

EXHIBIT E

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Instrument Prepared By:

Christian F. O’Ryan, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, Florida 33602



ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made by and between **OK TERRALARGO CLUB LLC**, a Florida limited liability company (“**Seller**”), and **TERRALARGO COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (“**Buyer**”).

RECITALS:

A. Pursuant to the Agreement for Sale and Purchase (Club TerraLargo), executed by Seller and Buyer as of the ____ day of _____ 2021 (“**Purchase Agreement**”), Seller shall assign and Buyer shall assume those items of Personal Property and the Club Plan (as defined below) and the Accounts Receivable (as defined below).

B. The Personal Property includes those contracts (the “**Contracts**”) set forth in **Exhibit A** attached hereto.

C. Seller is the owner of the following described real property located in Polk County, Florida (“**Property**”):

(PARCEL "A")

BEGIN AT THE SOUTHEAST CORNER OF TRACT "N" TERRALARGO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 139, PAGES 7-10, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE RUN ALONG THE EASTERLY LINE OF SAID TRACT "N", THE FOLLOWING COURSES AND DISTANCES: N 29°58'01" W, A

DISTANCE OF 24.26 FEET; N 51°44'37" W, A DISTANCE OF 50.54 FEET; N74°14'37" W, A DISTANCE OF 40.44 FEET; N 51°44'37" W, A DISTANCE OF 22.32 FEET; N 74°14'37" W, A DISTANCE OF 17.78 FEET; N 29°14'37" W, A DISTANCE OF 115.24 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 137.00 FEET, A CENTRAL ANGLE OF 43°27'06", A CHORD BEARING OF N 02°39'10" E AND A CHORD DISTANCE OF 101.43 FEET; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE AND THE EASTERLY LINE OF AFORESAID TRACT "N", A DISTANCE OF 103.90 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT "A" OF AFORESAID PLAT OF TERRALARGO; THENCE RUN ALONG THE SOUTHERLY LINE OF SAID TRACT "A", THE FOLLOWING COURSES AND DISTANCES: N 62°58'59" E, A DISTANCE OF 57.36 FEET; N 80°03'59" E, A DISTANCE OF 42.76 FEET; N 87°14'40" E, A DISTANCE OF 193.84 FEET; S 75°57'33" E, A DISTANCE OF 46.44 FEET; N 66°18'10" E, A DISTANCE OF 21.29 FEET TO THE NORTHWEST CORNER OF TRACT "T" OF AFORESAID PLAT OF TERRALARGO, SAID POINT BEING A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 342.50 FEET, A CENTRAL ANGLE OF 14°50'29", A CHORD BEARING OF S 37°27'49" E AND A CHORD DISTANCE OF 88.47 FEET; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE AND THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 88.72 FEET TO A POINT OF TANGENCY; THENCE RUN S 30°02'35" E, ALONG THE WESTERLY LINE OF SAID TRACT "T", A DISTANCE OF 105.52 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SLEEPY HILL ROAD; THENCE RUN S 60°00'00" W, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 324.55 FEET TO THE POINT OF BEGINNING.

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SAID CURVE, A DISTANCE OF 127.94 FEET TO THE POINT OF BEGINNING.

D. The Property is subject to the CLUB TERRALARGO CLUB PLAN recorded in O.R. Book 7464, Page 1027 of the Public Records of Polk County, Florida (as amended and/or supplemented, collectively, the “**Club Plan**”), and Seller is the Club Owner under the Club Plan.

E. Pursuant to the Purchase Agreement, on even date herewith, Seller is selling and conveying to Buyer the Property and all improvements and Personal Property located thereon, all of which collectively constitute the “Club,” the “Club Facilities” and the “Club Property” (as defined in the Club Plan), as applicable, and Seller shall assign and Buyer shall assume the Club Plan.

F. Pursuant to the Purchase Agreement, on even date herewith, Seller is also selling, assigning and conveying to Buyer, the Accounts Receivable, pursuant to the terms in the Purchase Agreement. “**Accounts Receivable**” shall mean all accounts receivable relating to unpaid Club Dues (as defined in the Club Plan) and other Club charges, including interest accrued thereon.

NOW THEREFORE, in consideration of the mutual covenants and agreements of each party to the other contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer mutually agree as follows:

1. **Recitals.** The above Recitals are true and correct and are incorporated into and form a part of this Agreement.
2. **Assignment.** Seller hereby assigns to Buyer all of its rights in and under the Club Plan and with respect to the Accounts Receivable, on an “As-Is”, “Where-Is” basis except as may be otherwise provided in the Purchase Agreement or other documents executed at the Closing of the transaction in accordance with the Purchase Agreement. Seller shall have no further rights with respect to the Club Plan or Accounts Receivable, except as may be otherwise provided in the Purchase Agreement or other documents executed at the Closing of the transaction in accordance with the Purchase Agreement. By way of example, and not limitation, from and after this date, Buyer shall be Club Owner under the Club Plan and Seller shall have no rights under the Club Plan, except as may be otherwise provided in the Purchase Agreement or other documents executed at the Closing of the transaction in accordance with the Purchase Agreement. Seller may deliver a copy of this Agreement to Seller’s agents, consultants, employees and/or attorneys, or to any party to a Contract.
3. **Assumption.** Buyer hereby assumes all of Seller’s obligations under and with respect to the Property, the Club Plan and the Accounts Receivable, including, without limitation, the Contracts, and all of the obligations and rights of Seller as Club Owner under the Club Plan except as may be otherwise provided in the Agreement for Sale and Purchase or other documents executed at the Closing of the transaction in accordance with the Agreement for Sale and Purchase.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

4.

[SIGNATURES ON NEXT PAGE]

5. IN WITNESS WHEREOF, this Agreement is signed and sealed as of the _____ day of _____, 2021.

WITNESSES:

SELLER:

OK TERRALARGO CLUB LLC, a Florida limited liability company

Print Name: _____

By: OK JV2 LLC, a Delaware limited

Print Name: _____

By: _____
Name: James P. Harvey
Title: Vice President

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2021 by James P. Harvey, as Vice President of OK JV2 LLC, a Delaware limited liability company, the manager of OK TERRALARGO CLUB LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of _____
at large

Print Name: _____

WITNESSES:

BUYER:

**TERRALARGO COMMUNITY
ASSOCIATION, INC.,** a Florida not-for-
profit corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Date: _____, 202____

Print Name: _____

The foregoing instrument was acknowledged before me this ____ day of _____,
202____, by _____, as _____ of TERRALARGO COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is
personally known to me or who _____ as identification.

My commission expires:

NOTARY PUBLIC, State of _____
at large

Print Name: _____

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Contracts

1. Pro-Tech Air Conditioning & Plumbing Service, Inc. Maintenance Proposal and Service Agreement executed by Seller on March 15, 2021
2. Yellowstone Landscape - Landscape Maintenance Agreement and Proposal, executed by Yellow Landscape on November 14, 2019 and commencing January 1, 2020
3. Massey - Preventech Commercial Services- Pest Prevention Service Agreement dated December 18, 2017
4. Envera - Commercial Security Services Agreement dated September 29, 2014 between Seller and HIDDEN EYES, LLC d/b/a Envera Systems as modified and/or supplemented, including without limitation the following addenda and change orders:
 - a. Envera - Commercial Security Services Agreement Addendum for Takeover Equipment for existing Motion Sensor and Maglock dated September 29, 2014
 - b. Envera - Contract Change Order dated January 29, 2018
 - c. Envera Services Agreement Change Order dated July 2, 2018

EXHIBIT G

INVENTORY

Terralargo Club Inventory 5/21/2021

10	Boxes of arts & crafts
1	Middle Atlantic products PD-915R Power center (music system)
1	Sonny CD Player
30	Water dumbbells
1	Water dumbbell netting
67	Pool Noodles
1	Rolling cart for pool noodles
1	Croquet set with case
1	Styrofoam puzzle
2	42" TV flat screen Tv's (fitness center)
1	Wall Clock (gym)
2	Door coat hangers
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1	Clock in the lobby
2	Small black mess trash cans in lobby/office
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2	paper towel racks (gym)
1	Sanitize dispenser (gym)
2	4-shelve plastic units
2	Hay Bales
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1	Shower Mat (ladies restroom)
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1	6 Foot ladder attached
1	4 shelf plastic unit
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1	Bingo set
1	Rubermaid plastic container misc.
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1	dell computer - desktop
1	Fellows shredder
2	Black adjustable office chairs

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1	V-Tech phone with 2nd receiver
1	set insigna speakers
3	Drawers of office supplies
1	Wall unit first aid cabinet
1	Lock cash box
1	Wall clock (lobby)
1	3/2 hole punch combo
2	Staplers
2	Tape Dispensers
1	3-shelf book case
1	Hardware for security system
1	Refrigerator
1	poplite hot air popper
1	Rival Ice Shaver
1	Otis Spunkmyer Cookie oven
1	Kruig Coffee Maker
1	Coffee air pot thermos
1	White dishwasher
1	5 gallon beverage dispenser
1	2 burner electric wamer
5	Metal portabe chaffing racks
1	Red beverage bin/tub
1	Plastic Trash Can
1	Paper Towel Holder
1	Small GE Microwave
1	2 slice toaster
1	GE Profile Refrigerator
3	Brown leather chairs
1	Wood end table
2	Sofa Tables
1	Sofa
1	Electric Fireplace
1	75" Sony Tv
1	Insignia DVD player
1	Wood Tic-Tac-Toe game set
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4	folding card tables
1	9ft Christmas tree
74	64 Plastic & 10 metal folding chairs
3	Mini blinds I multi-purpose room
1	32" tv in kids room
1	DVD player in kids room
1	small kids table with chairs
	Several donated toys
1	Kithen playset

1	Kids magazine rack
1	Health O Meter Professional Scale
2	Large Christmas wreaths
10	Large Terra Cotta Planter
11	Med planters
2	Trash Cans
1	Bike Rack
1	Permanent Monted playground
3	Metal Benches
6	41" round outdoor tables
29	Deck Chairs
10	Umbrellas with stands
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1	Pole for cleaning pool
2	Lifesavers
3	Outdoor clocks
1	Rubber amt to entrance from pool
1	911 call box
1	New pressure washer
1	Gas Can
1	Brown Leather chair with T
2	Chairs in lobby

EXHIBIT H**PENDING LITIGATION MATTERS**

Case Number	Party	Date Filed	Case Type	Status
2021CA000750000000	INKS KIMBERLY MAE	3/11/2021	Lien Foreclosure	Agreed Order on Defendant's Motion for Extension of Time entered.
2020CA002588000000	THE KOLTER GROUP LLC	8/19/2020	Class Action - Other - Trade Regulations	Plaintiff's Reply to Defendant's Answer and Motion to Strike Affirmative Defenses.

PENDING COLLECTIONS MATTERS

Account #	Homeowner	Address	Lot	Balance as of 5/13/2021	Collection Status
213221634	Jimard Youseff Zaid	3988 Sunset Lake Dr	198	\$5,711.08	Payment in full received on 5/11/2021. Pending Final Disbursement
213221227	Charles E Kurtz Betty Kurtz	3987 Sunset Lake Dr	182	\$5,372.82	Estoppel sent in February. MFC canceled the Motion hearing on Motion for FJ on MFC. Ready to Move forward with LF, however, with the Judgment so close, it may not be worth it.
213221051	Jessica Amy Mundle Corey Mundle	1917 Via Lago Dr	9	\$4,675.62	Final Demand Sent. HOA is ready to move forward with Lien FCL.
213221161	James Marlin Hellyer	1751 Via Lago Dr	204	\$4,223.59	HOA has filed their Lien Foreclosure.
213221511	David Arnold Smith Kristin Elizabeth Smith	3959 Sunset Lake Dr	187	\$3,303.41	Owner is on a payment plan.
213221469	Andres Manuel Martinez Hatton Rebecca Beatriz Valllellanes Cauthorn	4247 Prima Lago Dr	168	\$3,276.96	Payoff through 5/1 = \$3,911.25; OC offered a settlement of \$2,738.00 presented today.
213221262	Kimberly Mae Inks	1787 Altavista Cir	75	\$2,781.83	Payment Audit performed on 4/28. Pending Opposing Counsel's Response.
213221289	Dikel Jean Nadine Napoleon	3969 Aquilla Dr	191	\$1,127.77	Pending filing of Lien
213221707	Jefferson Edmon Sands Qunitina Sands	1782 Altavista Cir	18	\$590.66	Intent to Lien - Demand (Sent)
213221609	Paul Nadel	1712 Altavista Cir	1	\$464.10	Intent to Lien - Demand (Sent)

213278358	Jody Anglin	1679 Via Lago Dr	6	\$360.86	Intent to Lien - Demand (Sent)
213221612	Oscar Rivera Jr	1890 Altavista Cir	45	\$342.64	Intent to Lien - Demand (Sent)
213221586	Jorge U Parajon Amanda Dorothy Ryan	1986 Altavista Cir	169	\$305.04	Late Notice
213221620	Melanie Teagan Richard Long / Carol Long	3910 Sunset Lake Dr	254	\$305.04	Final Notice
213221538	Percival F Spence Jolene R Spence	1842 Altavista Cir	33	\$305.04	Late Notice
213299460	Victor E Bardales Larisa Bardales	1942 Via Lago Dr	29	\$278.36	Late Notice
213221250	Ih6 Property Florida LP	3982 Viamonte Ln	160	\$237.05	Late Notice
213221236	Laura Marie Fox John M Fox Jr	1794 Altavista Cir	21	\$194.63	Late Notice
213221190	Duane Below Amanda Below	2225 Bella Luna Cir	209	\$185.04	Final Notice
213221408	Mohammad Mahbub	1885 Via Lago Dr	3	\$181.68	Delinquent Balance Reminder
213221326	Vincent Karl Glattli Glenda Glattli	1717 Altavista Cir	67	\$177.28	Late Notice
213221398	Frederick Grant Stacey Ann Grant	1995 Altavista Cir	112	\$177.28	Late Notice
213269727	Ramon Junior Vega Rios Zena Zoraida Figueroa Rios	4240 Prima Lago Dr	77	\$171.68	Late Notice
213269117	Susan Guerrero	3945 Aquilla Dr	185	\$156.68	Late Notice
213282828	Faustino M Acero & Norma M Acero Mark Isaiah Acero	1864 Prima Vista Dr	52	\$156.68	Late Notice
213274312	David Williams Monica Faye Young	1858 Altavista Cir	37	\$156.68	Late Notice
213290041	Raphael Alan Philip Jr Andrea Nicole Philip	1880 Prima Vista Dr	48	\$156.68	Late Notice
213285620	Josias Israel Keela R Israel	1854 Altavista Cir	36	\$156.68	Late Notice
213221551	Carlos Ramos Ilsa Ramos	1846 Altavista Cir	34	\$156.68	Late Notice
213221555	Paquito Montanez Lisbeth Gisela Montanez	1856 Via Lago Dr	43	\$156.68	Late Notice
213221561	Mark Allen Westberry Brandy Michelle Westberry	1882 Altavista Cir	43	\$156.68	Late Notice
213221582	Mary Rochelle	3962	155	\$156.68	Late Notice

	Panaguiton Roy O Panaguiton	Viamonte Ln			
213221614	Fatin Dean Taha	1818 Altavista Cir	27	\$156.68	Late Notice
213221619	Daxesh / Vaidehi Patel Dipenkumar / Vrutiben Patel	1661 Via Lago Dr	9	\$156.68	Late Notice
213221598	Niguel Dwyne Parchman Mariana Angelique Parchman	4216 Prima Lago Dr	83	\$156.68	Late Notice
213221679	Toan Cong Van Van T Huynh	1649 Via Lago Dr	11	\$156.68	Late Notice
213261884	Steven Wayne Tarver	4004 Prima Lago Cir	122	\$156.68	Late Notice
213221332	Elva I Lujan Gonzalez	4145 Prima Lago Cir	100	\$156.68	Late Notice
213221340	Janice Lachica Lungay Malonie Lungay	4032 Sunset Lake Dr	269	\$156.68	Late Notice
213221308	Keishun Cassell Emmy Ellecom- cassell	1937 Via Lago Dr	14	\$156.68	Late Notice
213221294	Carmen Ilia Leon Munoz Carlos Ariel Velez Pulliza	3964 Aquilla Dr	197	\$156.68	Late Notice
213221296	Darriel Deray Brown Coutney Quary Brown	1703 Via Lago Dr	2	\$156.68	Late Notice
213221434	Lynn M Mapa Jose A Mapa	4036 Prima Lago Cir	130	\$156.68	Late Notice
213221462	Daniel Martinez Erica Martinez	1884 Prima Vista Dr	47	\$156.68	Late Notice
213221209	Dennis Walter Fischer Alison Anne Fischer	1851 Altavista Cir	91	\$156.68	Late Notice
213221221	Heath Joseph Booth Joy Eunice Booth	1709 Prima Lago Ter	105	\$156.68	Late Notice
213221272	Jonathan Kravel Davis Vivian Davis	1876 Prima Vista Dr	49	\$156.68	Late Notice
213221111	Luz M Ayure Jairo Arcila	1774 Altavista Cir	16	\$156.68	Late Notice
213221267	Neville Ishack Trilol Mehta	1730 Altavista Cir	5	\$156.67	Late Notice
213221373	Jose Grady Pamela Fleckenstein	4017 Sunset Lake Dr	283	\$153.95	Late Notice
213221557	Adam Troy West Lisa Dawn West	2260 Bella Luna Cir	239	\$151.91	Late Notice
213221445	Eddie Wonzel Marine Tiffany Simpson Marine	2238 Bella Luna Cir	237	\$146.68	HOLD Collections - Pending Resale

213221069	Mark B Dornstauder	4040 Prima Lago Cir	131	\$144.57	Late Notice
213221626	Gary Nelson Julie Nelson	1758 Altavista Cir	12	\$143.80	Late Notice
213221067	Sidney Cuizon Ang Kristine G Ang	1758 Via Lago Dr	57	\$126.29	Late Notice
213221248	Jerome Frederick Jr Janelice Frederick	4108 Prima Lago Cir	148	\$120.00	HOLD Collections - Pending Resale
213221504	Sandrene A Smart Devon A Smart	3904 Vista Trace Way	133	\$120.00	HOLD Collections - Pending Resale
213221706	Karen Villegas	1925 Via Lago Dr	11	\$120.00	HOLD Collections - Pending Resale
213221247	Corey J Brown Jamie Driskell Brown	3981 Viamonte Ln	161	\$96.65	Late Notice
213221185	Osiel Felix-leon Maria De Los Angeles Felix	1994 Altavista Cir	171	\$96.65	Late Notice
213221089	Alvaro Cortes Monica I Franco- ramirez	2014 Altavista Cir	176	\$66.50	HOLD Collections - Pending Resale
213221152	Paciencia Estipona Henry Estipona	3971 Sunset Lake Dr	185	\$46.76	Late Notice
213221368	Anna Kermetova Ladislav Kermet	1848 Prima Vista Dr	56	\$46.71	Late Notice
213221110	Darrin M Dunn Jacqueline Elaine Dunn	1692 Via Lago Dr	16	\$46.68	Late Notice
213221129	Franklin A Cruz Bridgette Cruz	1945 Via Lago Dr	16	\$42.33	Late Notice
213221146	Damon Hawkinson Martha M Hawkinson	3964 Sunset Lake Dr	192	\$29.99	Late Notice
213221178	Christine A Beeson	3926 Sunset Lake Dr	258	\$24.95	Small Balance - Courtesy Statement Sent
213221252	Joseph N Freeman Jr Meredith A Freeman	3951 Sunset Lake Dr	189	\$24.95	Small Balance - Courtesy Statement Sent
213221525	Shahina S Merchant	1987 Altavista Cir	111	\$24.95	Small Balance - Courtesy Statement Sent
213221625	Lori Ann Wyatt Doyle P Wyatt	1913 Altavista Cir	97	\$24.95	Small Balance - Courtesy Statement Sent
213270274	Douglas Robbins Kimberly Robbins	3937 Aquilla Dr	184	\$24.95	Small Balance - Courtesy Statement Sent
213221364	Melissa Gosney / Jeffrey C Gosney Robin Kay Straughn	1874 Via Lago Dr	39	\$24.86	Small Balance - Courtesy Statement Sent
213221196	Larry Herron Linda Wingo	1895 Via Lago Dr	4	\$24.68	Small Balance - Courtesy Statement Sent
213221503	Jeannethe P	1738	7	\$23.75	Small Balance - Courtesy

	Matthews Rev Trust Jeannethe P Matthews Ttee	Altavista Cir			Statement Sent
213221568	Porter Harold Strudwick	3947 Sunset Lake Dr	244	\$15.60	Small Balance - Courtesy Statement Sent
213221427	The Joice L Perkins Living Trust Joice L Perkins As Ttee	4180 Prima Lago Cir	91	\$10.98	Small Balance - Courtesy Statement Sent
213221463	Shawn T Plunkett Chris Noelle Plunkett	1778 Altavista Cir	17	\$9.98	Small Balance - Courtesy Statement Sent
213221323	Stephen M Jones Lisa E Jones	1814 Altavista Cir	26	\$ 6.94	Small Balance - Courtesy Statement Sent
213221261	Charles Frank Gadson Jessie W Gadson	3926 Aquilla Dr	171	\$4.99	Small Balance - Courtesy Statement Sent
213221386	Timothy J Kiel Pamela L Kiel	2289 Bella Luna Cir	225	\$4.99	Small Balance - Courtesy Statement Sent
213221300	Reynaldo C Geronimo Zita Carpio Geronimo	4084 Prima Lago Cir	142	\$4.99	Small Balance - Courtesy Statement Sent
213221452	Wingrove Shervington Hanley Charmaine Dionne Hanley	1717 Prima Lago Ter	107	\$4.99	Small Balance - Courtesy Statement Sent
213221139	Michael H & Victoria J Ennist Rev Trust Michael H / Victoria J Ennist Ttees	3907 Vista Trace Way	123	\$4.99	Small Balance - Courtesy Statement Sent
213221244	George Lapcik Felomena Calimag Lapcik	4208 Prima Lago Dr	85	\$4.99	Small Balance - Courtesy Statement Sent
213221621	Angela A Nations	1856 Prima Vista Dr	54	\$4.99	Small Balance - Courtesy Statement Sent
213221696	Juan Miguel Villafrance Debra Jean Ellis	3920 Vista Trace Way	129	\$4.99	Small Balance - Courtesy Statement Sent
213221648	Carol Toker Testa William Robert Milone	4088 Prima Lago Cir	143	\$4.99	Small Balance - Courtesy Statement Sent
213221138	Julius Curry Theresita Badato Curry	2213 Bella Luna Cir	206	\$3.53	Small Balance - Courtesy Statement Sent
213221633	Alonzo Eugene Thompson Tomeka Flowers Thompson	3917 Aquilla Dr	179	\$1.13	Small Balance - Courtesy Statement Sent
213221638	Hubert Lloyd Thompson Cheryl B Thompson	4144 Prima Lago Cir	157	\$0.02	Small Balance - Courtesy Statement Sent

213221572	Karen Louise Redfield	1832 Prima Vista Dr	60	\$0.02	Small Balance - Courtesy Statement Sent
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