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SECOND AMENDED AND RESTATED

CLUB VERANO MEMBERSHIP PLAN

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EXHIBITS:

SECOND AMENDED AND RESTATED CLUB VERANO MEMBERSHIP PLAN

CLUB VERANO LLC, a Florida limited liability company ("**Club Owner**"), is the owner of a club to be located within the PGA Village Verano Community described on **Exhibit A** attached hereto and made a part hereof ("**Verano**").

Club Owner previously executed the Club Verano Membership Plan dated April 23, 2007, and recorded in Official Records Book 2803, Page 829, Public Records of St. Lucie County, Florida, as amended and restated in its entirety by that certain Amended and Restated Club Verano Membership Plan dated January 4, 2008 and recorded in Official Record Book 2946, Page 2447, of the Public Records of Palm Beach County, Florida (collectively the "**Prior Plan**"). Pursuant to Section 29 of the Prior Plan, Club Owner has the right to amend the Club Plan as it reasonably deems appropriate, without the joinder or consent of any person or entity whatsoever. This Club Plan amends, restates and supersedes the Prior Plan in its entirety.

Club Owner hereby declares that the real property comprising the Club Property shall be subject to the following restrictions, covenants, terms and conditions so that the residents of PGA Village Verano shall have access to and the use of certain club facilities:

1. Definitions. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"**Acquiring Party**" shall have the meaning set forth in Section 25 hereof.

"**Amenity Fees**" shall have the meaning set forth in the PGA Club Usage Agreement.

"**Assessments**" shall have the meaning set forth in the Declaration.

"**Association**" shall mean PGA Village Verano Property Owners Association, Inc., its successors and assigns.

"**Board**" shall mean the Board of Directors of Association.

"**Budget**" shall have the meaning set forth in Section 10.2 hereof.

"**Builder**" shall mean any person or entity that purchases or has the right to purchase a Parcel from Developer for the purpose of constructing one or more Homes in PGA Village Verano.

"**Closing**" shall have the meaning set forth in Section 6.4.4 hereof.

"**Club**"" shall mean the Club Property, Club Facilities and all other improvements constructed on the Club Property subject to additions, modifications and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which need not be connected or adjacent to one another.

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"**Club Contribution**" shall have the meaning set forth in Section 8 hereof.

"**Club Dues**" shall mean the charges related to the Club to be paid by the Owners and Builders pursuant to the provisions of this Club Plan and the Declaration including, without limitation, the Club Membership Fee and a pro rata share of Club Expenses. Club Dues are subject to applicable sales taxes which shall be payable at the same time and manner as Club Dues are paid.

"**Club Expenses**" shall mean all direct and indirect costs (as such term is used in its broadest sense) of owning, operating, managing, maintaining, and insuring the Club including, but not limited to, trash collection, utility charges, cablevision charges, maintenance, legal fees of Club Owner relative to the Club, debt service, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, payroll and payroll costs, insurance, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. All Amenity Fees payable under the PGA Club Usage Agreement shall be Club Expenses. In addition, by way of example and not as a limitation, the following expenses shall be included within Club Expenses: liability, property (casualty, hazard, flood and windstorm) and business interruption insurance (with such deductibles as Club Owner deems appropriate); real property taxes, personal property taxes and taxing district assessments and fees; capital improvements, maintenance, repairs and replacements and all other costs associated with changing or enhancing Club Facilities after initial construction. Club Expenses shall not include replacement of basic building shells (other than roof repair and replacement) and the initial cost of construction of the Club Facilities. Club Owner may allocate a reasonable portion of its overhead (*e.g.*, employee salaries) to Club Expenses to extent the Club benefits from such overhead. Club Expenses shall not include the Golf Course Expenses, but do include the cost to repair, replace and maintain the practice putting/chipping green, driving range and Golf Clubhouse (inclusive of the pro shop).

"**Club Facilities**" shall mean the recreational amenities including, without limitation, the Golf Facilities, community clubhouse(s), tennis, swim, exercise, restaurant, social and related facilities and equipment to be owned, leased and/or operated by the Club Owner, as the same may be modified from time to time, but shall not include the PGA Amenities. The Club Facilities are more specifically set forth in Section 3.2 herein. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION.

"**Club Manager**" shall mean the person or entity operating and managing the Club, at any time. Club Owner may be Club Manager as provided in this Club Plan. Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

"**Club Membership Fee**" shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 7.2 hereof.

"**Club Membership Fee Schedule**" shall have the meaning set forth in Section 7.2 hereof.

"**Club Membership Transfer Fee**" shall have the meaning set forth in Section 9 hereof.

"**Club Owner**" shall mean Club Verano LLC, a Florida limited liability company, which owns, will own, control, or have an interest in the real property and improvements located thereon comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The identity of the Club Owner may change from time to time (*e.g.*, Club Owner may sell the Club). Notwithstanding that the Club Owner and Developer may have common ownership, be affiliates or related parties from time to time, each Owner and Builder acknowledges that Club Owner and Developer shall not be considered one and the same party, and neither of them shall be considered the agent, partner or alter ego of the other. At all times, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners and Builders with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

"**Club Plan**" shall mean this Club Verano Membership Plan, together with all amendments and modifications hereto, and the Club Membership Fee Schedule supplementing the terms hereof.

"**Club Property**" shall initially mean the real property or real property interest designated by Club Owner as part of the Club Property by amendment to this Club Plan.

"**Club Rules and Regulations**" shall have the meaning set forth in Section 16.8 hereof.

"**Common Areas**" shall have the meaning set forth in the Declaration.

"**Community Completion Date**" shall have the meaning set forth in the Declaration.

"**Declaration**" shall mean that certain Declaration for PGA Village Verano, as such Declaration shall be amended or modified from time to time, which has been recorded in Official Records Book 2803, Page 930, Public Records of St. Lucie County, Florida.

"**Deed**" shall mean any deed conveying any portion of PGA Village Verano or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Home, but excluding a mortgage on a Home.

"**Developer**" shall have the meaning set forth in the Declaration.

"**Development Lender**" shall mean either (i) SunTrust Bank, its successors, assigns, or participants, or (ii) such other institutional lenders which have acquired a first mortgage upon any portion of PGA Village Verano, which are providing or have provided acquisition, development or construction loan financing to Declarant or financing for the acquisition, development or construction of any portion of PGA Village Verano.

"**Execution Period**" shall have the meaning set forth in Section 6.4.2 hereof.

"**Fees Component**" shall have the meaning set forth in Section 6.4 hereof.

"**Golf Clubhouse**" shall mean that certain clubhouse and related improvements located on or near the Golf Course, but shall not include any of the PGA Amenities.

"**Golf Course**" shall mean all tee boxes, fairways, putting greens, Golf Course Pathways, Golf Course Vehicles owned by the Club Owner, vehicle storage facilities and vehicle storage and maintenance buildings within the Club, but shall not include any of the PGA Amenities. The driving range and practice putting greens are not part of the Golf Course. The lakes adjacent to the Golf Course are not part of the Golf Course and will be owned and maintained by a community development district or Association as set forth in the Declaration. To the extent such lakes are not owned or maintained by a community development district, a Village Association or Association, Club Owner shall maintain such lakes and the cost thereof shall be part of Club Expenses. Club Owner shall have the right to determine what facilities and property comprise the Golf Course.

"**Golf Course Component**" shall have the meaning set forth in Section 6.4 hereof.

"**Golf Course Expenses**" shall mean the costs to own and operate the Golf Course.

"**Golf Course Pathway**" shall mean those cart pathways designated within the Golf Course for the use of Golf Course Vehicles.

"**Golf Course Pathway Agreement**" shall mean that certain pathway agreement attached hereto as **Exhibit F**.

"**Golf Course Priority Player**" shall mean those members which have paid the Golf Course Priority Player Fee.

"**Golf Course Priority Player Fee**" shall have the meaning set forth in Section 4.1 hereof.

"**Golf Course Use Fee**" shall have the meaning set forth in Section 4.3 hereof.

"**Golf Course Vehicle**" shall mean any vehicle authorized under a Golf Course Pathway Agreement.

"**Golf Course Vehicle Fee**" shall have the meaning set forth in Section 4.2 hereof.

"**Golf Facilities**" shall mean the Golf Course, Golf Course Pathways, the driving range practice putting greens, and Golf Clubhouse (inclusive of the pro shop), vehicle storage and maintenance building, and all other equipment, real property and personalty serving, ancillary to, or used to maintain and preserve the Golf Course, but shall not include any of the PGA Amenities.

"**Home**" shall have the meaning set forth in the Declaration. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary certificate of occupancy for such residence; provided, however, the subsequent loss of such certificate of occupancy (*e.g.*, by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Club Dues with respect to such Home.

"**Honorary Members**" shall mean those Members having rights under Honorary Memberships.

"**Honorary Memberships**" shall have the meaning set forth in Section 5.5 hereof.

"**Indemnified Parties**" shall have the meaning set forth in Section 16.6 hereof.

"**Initial Deliberation Period**" shall have the meaning set forth in Section 6.4 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot, Commercial Unit or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finance the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"**Lessee**" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within PGA Village Verano including, without limitation, lessees of units within an Apartment Building. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**Losses**" shall have the meaning set forth in Section 16.6 hereof.

"**Member**" shall mean a Resident Member, Resident Supplemental Member, Resident Junior Member, Honorary Member, Service Member and/or a Non-Resident Member.

"**Non-Resident Member**" shall mean a person who is a non-resident of PGA Village Verano who is permitted to become a Member upon the payment of fees or dues to Club Owner. The Club Owner shall, from time to time, establish the qualifications, requirements, and fees and dues for Non-Resident Members.

"**Non-Resident Membership**" shall mean those Club memberships issued to Non-Resident Members.

"**Option Decision Meeting**" shall have the meaning set forth in Section 6.4 hereof.

"**Option Notice**" shall have the meaning set forth in Section 6.4.1 hereof.

"**Outside Date**" shall have the meaning set forth in Section 6.4 hereof.

"**Owner**" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each Home.

"**Owner Deliberation Period**" shall have the meaning set forth in Section 6.4 hereof.

"**Owner Vote**" shall have the meaning set forth in Section 6.4.3 hereof.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"**Parking Areas**" shall mean all areas designated for parking within the Club Facilities.

"**PGA**" shall mean and refer to PGA Golf Properties, Inc.

"**PGA Amenities**" shall have the meaning ascribed in the PGA Club Usage Agreement. THE PGA AMENITIES ARE SUBJECT TO CHANGE AT ANY TIME AT THE SOLE AND ABSOLUTE DISCRETION OF PGA.

"**PGA Club Usage Agreement**" shall refer to that certain usage agreement between Club Owner and PGA with respect to the PGA Amenities, a current copy of which is attached hereto as **Exhibit G**, as the same may be amended from time to time.

"**PGA Village Verano**" presently includes the real property described on **Exhibit A**; however, Developer has reserved the right to withdraw property from, or add property to, PGA Village Verano, so PGA Village Verano may include less or more Homes than originally anticipated. Further, the definition of PGA Village Verano under the Declaration may include more property than is subject to this Club Plan. By way of example, one or more Apartment Buildings, churches, schools, or institutional uses may not be subject to this Club Plan.

"**Prior Plan**" shall have the meaning set forth in the recitals hereto.

"**Public Records**" shall mean the Public Records of St. Lucie County, Florida, as applicable.

"**Purchase Agreement**" shall have the meaning set forth in Section 6.4.2 hereof.

"**Purchase Option**" shall have the meaning set forth in Section 6.4 hereof.

"**Purchase Price**" shall have the meaning set forth in Section 6.4 hereof.

"**Resident Junior Member**" shall mean any child, age twenty-two (22) or younger, of a Resident Member. No child shall qualify as a Resident Junior Member unless such child is living with the Resident Member within the Home. For the purposes of membership, a child not presently living in the Home, because such child is attending a college or university, shall nonetheless qualify for membership privileges. Furthermore, a child for which a parent Resident Member has legal custody (whether partial, shared or full custody) shall be deemed to live in a Home, and therefore, qualify for membership privileges. A Resident Junior Member shall have all the same rights and privileges as their Resident Member parent, subject to age and other restrictions established by Club Owner from time to time. No additional Club Dues are payable for Resident Junior Members. A child that does not live in the Home must pay guest fees in order to use the Club Facilities.

"**Resident Member**" shall mean an Owner (other than an Owner who has leased his or her Home to Lessee) or Lessee; provided, however, for the purposes of membership, there shall be only two (2) Owners or Lessees per Home. If a Resident Member is unmarried, the Resident Member may designate one (1) other adult person who is living with such Resident Member in the Home as a Resident Member. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**Resident Supplemental Member**" shall mean a resident of PGA Village Verano who is permitted to become a Member upon the payment of additional Club Membership Fees to Club Owner.

"**Second Deliberation Period**" shall have the meaning set forth in Section 6.4 hereof.

"**Service Member**" shall mean a service provider who is permitted to become a Member upon the payment of fees or dues to Club Owner. The Club Owner shall, from time to time, establish the qualifications, requirements, and fees and dues for Service Members. A Service Member may include a nanny, nurse, caregiver, or other domestic assistant of a Resident Member.

"**Special Use Fees**" shall have the meaning set forth in Section 7.10 hereof.

"**Trail Fees**" shall mean the fees payable to Club Owner pursuant to a Golf Course Pathway Agreement.

"**Verano**" shall have the meaning set forth in the recitals hereto.

All other initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Benefits of Club. Association and each Owner, by acceptance of title to a Home, ratify and confirm this Club Plan and agree as follows:

2.1 Terms and Covenants Running with Land. The terms and conditions of this Club Plan shall be covenants running with PGA Village Verano in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every Owner, by acceptance of a Deed to any Home, shall automatically assume and agree to pay all Club Dues owing in connection with such Home. Every Builder, upon receipt of a certificate of occupancy for a Home located on a Parcel owned by such Builder, shall automatically assume and agree to pay all Club Dues which shall be due and payable from and after the issuance of such certificate of occupancy unless this requirement is waived in writing by Club Owner in its sole and absolute discretion as to any particular Builder, Home or Parcel.

2.2 Value. By acceptance of a Deed, each Owner acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of Verano and any part thereof more valuable than it would be otherwise. All Owners and Club Owner agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner and Builder acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities on the basis that eventually the Club will generate a substantial profit to Club Owner. Each Owner and Builder agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan so long as each Owner and Builder is not required to pay Club Fees in excess of the amounts provided herein.

2.3 Product Purchased. Each Owner, by acceptance of a Deed to a Home, acknowledges and agrees that there were significant other housing opportunities available to each Owner in the general location of PGA Village Verano. The Home, and rights to utilize the Club, were material in the Owner's decision to purchase a Home in PGA Village Verano and were, for the purposes of this Club Plan, a "single product". Each Owner understands that the Club is an integral part of the PGA Village Verano community.

2.4 Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Home and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.5 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Association or Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan and Club Rules and Regulations promulgated from time to time by the Club Owner.

3. Club Facilities.

3.1 Club Property. Club Owner will own, control, or have an interest in all of the real and personal property comprising the Club Property. The Club Property may be modified to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Home, may cause an increase or decrease in Club Expenses.

3.2 Club Facilities. Club Owner intends to construct certain club facilities on the Club Property (the "**Club Facilities**") which will be and shall remain the property of Club Owner, subject only to the provisions hereof. At this time, the Club Facilities are planned to include the Golf Facilities, community clubhouse(s), fitness building(s) with exercise room(s), in-door pool, exercise equipment and lockers, clubhouse meeting room, tot lot, ball field/multi-purpose field, tennis courts, trail system, spa and one or more outdoor swimming pools (all subject to Club Owner's right to unilaterally, add to, alter, remove, modify and amend the Club Facilities at any time subject to the provisions hereof).

3.3 Construction of the Club. Club Owner will construct the Club Facilities at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

3.3.1 develop, construct and reconstruct, in whole or in part, the Club and related improvements within PGA Village Verano, and make any additions, deletions, alterations, improvements, or changes thereto;

3.3.2 without the payment of rent and without payment of utilities or any other part of the Club Expenses, maintain leasing and/or sales offices (for sales and resales of Parcels and Homes), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes;

3.3.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures (including trailers) upon the Club Property for sales, construction storage, or other purposes;

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club or any improvements located within PGA Village Verano;

3.3.5 post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in developing, constructing, selling, or promoting the sale, re-sale or leasing of portions of PGA Village Verano including, without limitation, the sale, re-sale or leasing of Parcels and Homes;

3.3.6 conduct whatever commercial activities within the Club deemed necessary, profitable and/or appropriate by Club Owner;

3.3.7 develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion;

3.3.8 excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Club Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Club Property and use and/or sell excess plants and trees; and

3.3.9 all activities which, in the sole opinion of Club Owner, are necessary for the development, operation and sale of the Club or any lands or improvements therein.

3.4 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification of the Club Facilities, which may cause an increase or decrease in Club Expenses.

3.5 Commercial Space. It is possible that portions of the Club Facilities may include sales offices, retail space and/or other commercial space as Club Owner may deem appropriate from time to time in Club Owner's sole and absolute discretion. Club Owner may permit or restrict Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Club Owner or Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders.

4. Golf Course.

4.1 Golf Membership. All Members are permitted to use the Golf Course upon the payment of the Golf Course Use Fee; however, Members may pay an additional fee ("**Golf Course Priority Player Fee**") to become a Golf Course Priority Player. A Golf Course Priority Player will enjoy special benefits such as priority tee times, all as established from time to time by Club Owner. The Golf Course Priority Player Fee shall be in addition to any fee imposed under this Club Plan. The rights and responsibilities of Golf Course Priority Players shall be those as set forth in each Golf Course Priority Player's respective agreement. Furthermore, payment of the Golf Course Priority Player Fee may permit a Golf Course Priority Player to play an unlimited number of rounds on the Golf Course without payment of the Golf Course Use Fee. The Golf Course Priority Player Fee shall be determined solely by the Club Owner. The Golf Course Priority Player Fee is non-refundable and no allowance will be made for non-use of the Golf Course. All Golf Course Priority Players shall be subject to the use restrictions imposed by the Club. In addition, a Golf Course Priority Player shall, subject to the terms and conditions in the Golf Course Priority Player's agreement, be permitted an unlimited number of guests to play the Golf Course provided each guest plays in the same group as the Golf Course Priority Player and each guest pays the applicable Golf Course Use Fee.

4.2 Golf Course Vehicle. All Members and their guests shall be required to rent a Golf Course Vehicle from the Club and pay the applicable rental fee (the "**Golf Course Vehicle Fee**"), unless such Member has entered into a Golf Course Pathway Agreement. In such event, Members and their guests may use an approved Golf Course Vehicle pursuant to the Golf Course Pathway Agreement. Members and guests may not walk the Golf Course.

4.3 Resident Members' Use of the Golf Course. All Members who are not Golf Course Priority Players shall be permitted to play golf on the Golf Course provided that such Member pays a per round fee (the "**Golf Course Use Fee**"). The Golf Course Use Fee shall be established by the Club Owner and is subject to change in the Club Owner's sole and absolute discretion.

4.4 Maintenance of the Golf Course. All costs of maintenance, repair and upkeep of the Golf Course shall be borne by the Club Owner, at its sole cost, until such time as Association or another third party purchases the Club. As long as a Developer-affiliated entity is the Club Owner, the costs of such maintenance will be paid by the fees generated from the use of the Golf Course, including, but not limited to, Golf Course Use Fees, Golf Course Vehicle Fees, Trail Fees, Golf Course Priority Player Fees, and guest fees and will not be paid from Club Dues. To the extent such use fees are insufficient to cover the costs of maintaining the Golf Course, Club Owner will be responsible for funding the shortfall.

5. Persons Entitled to Use the Club.

5.1 Rights of Resident Members. A Resident Member and his or her Resident Junior Members shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Resident Member, a person must be a resident of the Home. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate two (2) adult persons residing in the Home who will be the Member of the Club with respect to such Home. Club Owner may restrict the Owner's change in designation, and upon any change in designees, the Club may impose a re-designation fee equal to a maximum of twenty-five percent (25%) of the Club Dues for the year of change. Resident Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

5.2 Rights of Non-Resident Members. Non-Resident Members shall have the same rights, privileges, and obligations, to the extent applicable, relating to the use of the Club as Resident Members provided such Non-Resident Members comply with all the qualifications, requirements, and fees and dues established by Club Owner from time to time. Furthermore, there is no guarantee that Non-Resident Memberships will be renewed.

5.3 Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms, corporations, trusts, or other legal entities other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan.

5.4 Promotional Access and Use of Club Facilities.

5.4.1 Club Owner's Right to Grant Memberships. Prior to the conveyance of the Club to Association or a third party, Club Owner shall be entitled to designate, in addition to the Honorary Memberships, non-owner memberships as courtesy members with privileges to use the Club Facilities on the terms and conditions established by the Club Owner. Neither Developer, Club Owner, nor temporary members designated to use the Club Facilities shall be obligated to pay any Club Dues except as Developer or Club Owner may require. The Club shall establish a separate account for each person designated to use the Club Facilities pursuant to this Section, and shall bill such individual directly for their food, beverage and merchandise purchases, and for the same user charges and fees paid by Members (i.e., Golf Course User Fees).

5.4.2 Promotional Events. Prior to the conveyance of the Club to Association or a third party, Developer and its affiliates shall have the right to schedule and hold marketing, promotional and other events and tournaments (whether in season or out of season) using the Club Facilities including, without limitation, golf and tennis tournaments or exhibitions.

5.4.3 Promotional Materials. Club Owner, Developer and its affiliates shall have the right to use the Club in advertisements, promotional materials and other promotional media by making reference to the Club Facilities, including use of photographs of the Club Facilities and activities taking place at the Club.

5.5 Honorary Memberships. The Club may issue fifty (50) honorary memberships ("**Honorary Memberships**") to use the Club Facilities and the roadways and Common Areas within PGA Village Verano reasonably necessary to obtain access to and use of the Club Facilities to persons designated by Developer from time to time. Honorary Members, their families and guests shall have the same rights to use the Club Facilities as Resident Members. Honorary Members shall not be required to pay any membership contribution, initiation fee, Assessments, Club Dues, or Club Membership Fees. Honorary Members, however, shall pay the same user charges and fees as paid by Members including, without limitation, Golf Course Vehicle Fees, Golf Course Use Fees, Golf Course Priority Player Fees, guest fees, as well as their food, beverage and merchandise purchases. Honorary Memberships shall be surrendered to Developer and/or Club Owner, as applicable, for designation of a new beneficial user upon the earlier of: (a) death or resignation of both the Honorary Member and his or her spouse, or (b) receipt of written notice from Developer or Club Owner, as applicable. Developer and/or Club Owner's ability to designate Honorary Members shall survive any sale or disposition of the Club to Association or a third party.

5.6 Subordination. This Club Plan and the rights of Members to use the Club are and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

6. Ownership and Control of the Club.

6.1 Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

6.2 Transfer of Club. Club Owner may sell, encumber or convey the Club (or any portion thereof) to any person or entity in its sole and absolute discretion at any time, subject to the terms and conditions of the Club Plan.

6.3 Option of Club Owner. In Club Owner's sole and absolute discretion, Club Owner shall have the option to transfer the Club at any time (e.g., before or after the Community Completion Date) to Association so that it will be under the complete control of the Owners whereby Club Owner shall have no further liability or responsibility, financial or otherwise, respecting the Club.

6.4 Association's Option to Purchase the Club. On or up to a period of three hundred sixty-five (365) days after the Community Completion Date ("**Outside Date**"), Association shall have the option to purchase the Club from Club Owner (the "**Purchase Option**") for an amount resulting from (i) the application of the capitalization rate of seven percent (7%) applied to the total annual Club Membership Fees that will be payable by all Owners to Club Owner during the calendar year in which the closing occurs (the "Fees Component), plus (ii) Seven Million Eight Hundred Fifty Thousand and 00/100 Dollars ($7,850,000.00) for the Golf Course, as adjusted by the Consumer Price Index ("**CPI**") as further set forth herein (the "**Golf Course Component**"). The sum of the Fees Component plus the Golf Course Component will equal the purchase price (the "**Purchase Price**") (assuming for the purposes hereof, that the Purchase Option has not been exercised and the Club not conveyed to Association). Commencing on January 1, 2013, and annually thereafter, the Golf Course Component of the Purchase Price shall be increased by the same percentage as the increase in the CPI from December 31, 2011 to December 31, 2012. The CPI published as of December 31, 2011 shall act as the base CPI for all future increases of the Golf Course Component. Within one hundred eighty (180) days after the Community Completion Date ("**Owner Deliberation Period**"), Association shall hold a Board meeting to determine whether to exercise the Purchase Option (the "**Option Decision Meeting**").

6.4.1 If at the Option Decision Meeting the Board resolves to exercise the Purchase Option, such option shall be exercised by providing written notice (the "**Option Notice**") to Club Owner signed by a majority of the voting interests of the Board in the form attached hereto as **Exhibit D** within 10 days after the meeting. The Purchase Option may be exercised by a resolution of the majority of the Board, without the joinder of any Owner or any other person. The Option Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to this Club Plan):

Club Verano LLC
701 South Olive Avenue
Suite 104
West Palm Beach, FL 33401
ATTN: Club Manager

With a copy to: Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947
ATTN: Dennis G. Corrick

The Option Notice shall be irrevocable once signed by a majority of the voting interests of the Board.

6.4.2 Within ten (10) days from delivery of the Option Notice ("**Execution Period**"), the Board and Club Owner shall execute the Agreement for Sale and Purchase by and between Club Owner and Association ("**Purchase Agreement**"), which shall be in substantially the form attached hereto as **Exhibit E**.

6.4.3 Notwithstanding the foregoing, in the event the Option Purchase Meeting does not timely occur, the Board votes not to exercise the Purchase Option, or the Board does not vote for or against exercising the Purchase Option by the expiration of the Owner Deliberation Period, a Special Meeting of the Owners shall be held within sixty days (60) days from the earlier of (a) any Board vote against the purchase of the Club or (b) the expiration of the Owner Deliberation Period to vote on whether Association should exercise the Purchase Option, execute the Purchase Agreement, and close on the purchase of the Club on or before the Outside Date ("**Owner Vote**"). During the Owner Deliberation Period, and not withstanding anything to the contrary in the Declaration or By-Laws governing the Association, any member of the Board may call a Special Meeting of the Owners to vote whether to exercise the Purchase Option pursuant to the Owner Vote. In the event of an Owner Vote of fifty percent (50%), or more, of those attending the meeting in person or by proxy in favor of exercising the Purchase Option, the Board shall proceed to exercise the Purchase Option by immediately delivering the Option Notice and executing the Purchase Agreement.

6.4.4 Closing of the Association's purchase of the Club ("**Closing**") shall occur within sixty (60) days of Club Owner's receipt of the Option Notice, but no later than the Outside Date. The conveyance of the Club shall occur in accordance with the terms as set forth in the Purchase Agreement.

6.4.5 Without limiting any other provision hereof, Club Owner shall have the right to bring an action for specific performance, or any other remedy available to Club Owner at law or in equity, to enforce the obligations of Association, the Board and the Owners under Section 6.

6.5 Transfer of Club.

6.5.1 Owner Obligation. At the time that the Club is transferred to Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club, a special bill of sale respecting the personal property comprising the Club, an assignment of any transferable alcoholic beverage license used in connection with the Club (subject to all state requirements for such transfer), if any, an owner's title insurance policy respecting the Club provided by a title insurer provider acceptable to Club Owner, a closing statement and all affidavits and other documents required by the title insurance company to effect the transfer of the Club.

6.5.2 Association Obligations. At the time that the Club is transferred to Association, Association shall be obligated to deliver the following: the Purchase Price by Federal wire, all costs to effect the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, and the costs of preparing all closing documentation: a closing statement; a general release in the form attached hereto as **Exhibit B** and all affidavits and other documents required by the title insurance company to effect the transfer of the Club. Association shall be solely responsible for arranging for all purchase money financing and paying costs associated therewith.

6.6 Transfer of Control. The conveyance of the Club shall be subject to easements, restrictions, reservations, conditions, limitations and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Club. Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. Association shall execute all forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). The Club, Club Property, personal property and equipment thereon and appurtenances thereto shall be conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

6.7 Ambiguities/Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, the Purchase Option, or any other aspect of the transfer of the Club to Association, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, regardless of the outcome of such proceedings.

6.8 Early Purchase. If prior to the Community Completion Date, at a duly noticed meeting where a quorum is established, the majority of non-Developer Owners present, in person or proxy, vote to make an offer to purchase the Club, then the Board may make an earlier offer to purchase the Club from Club Owner. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club by Association.

7. Club Dues. Each Owner by acceptance of a Deed to a Home shall be deemed to have specifically covenanted and agreed to timely pay all Club Dues plus applicable sales tax which are set forth herein. Club Owner presently intends to collect Club Dues and applicable sales tax

on a quarterly basis in advance but reserves the right to change the payment period from time to time (e.g., to require prepayment on an annual or other basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion. Each Owner of a Home shall be jointly and severally liable for all Club Dues associated with such Home.

7.1 Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. The Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Club Expenses shall be allocated so that each Owner shall pay his or her pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Homes in PGA Village Verano conveyed to Owners or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer as of September 30 of the prior fiscal year.

7.2 Club Membership Fee. In consideration of constructing the Club Facilities by Club Owner, each Owner shall pay in advance on the first day of each calendar quarter (i.e., January 1st, April 1st, July 1st and October 1st) (or other payment period designated by Club Owner), without setoff or deduction, to Club Owner, or its designee, the club membership fee (the "**Club Membership Fee**") set forth in the Club Membership Fee Schedule attached hereto as **Exhibit C** (the "**Club Membership Fee Schedule**"). The Club Membership Fee does not include the Golf Course Priority Player Fee or any other fees associated with the use of the Club Facilities. Additional Club Membership Fees are payable by Owners and Lessees for Resident Supplemental Members as provided in Section 1 hereof.

7.3 Taxes. In addition to the Club Membership Fee, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on all fees and dues, including, but not limited to, the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

7.4 Irrigation. Club Owner, to the extent available, may be required to utilize treated wastewater effluent for the irrigation system. Utilization of treated wastewater effluent may be a significant cost to the Club and result in increased Club Dues.

7.5 Builders. Although a Builder shall have no membership rights relative to the Club, each Builder shall pay Club Dues on each Home owned by such Builder on the same basis as all other Owners commencing upon the date that such Builder receives a certificate of occupancy for a Home located on a Parcel owned by such Builder. Notwithstanding the foregoing, Club Owner may, in its sole and absolute discretion, exempt any Builders from the payment of Club Dues.

7.6 Perpetual. Each Owner and Builder's obligation to pay Club Dues shall be perpetual regardless of whether such Home is occupied, destroyed, renovated, replaced, rebuilt or leased.

7.7 Individual Homes. Owners of individual Homes shall pay Club Dues based upon a minimum of one (1) membership per Home (regardless of actual occupancy) plus additional Club Membership Fees for Resident Supplemental Members). If an Owner owns more than one Home, Club Dues are payable for each and every Home owned by such Owner. Each Owner or Lessee shall be obligated to pay Club Dues as follows:

Number of Owners or Lessees Residing in the Home (excluding Resident Junior Members)	Payable Quarterly
1 or 2	Home's pro rata share of Club Expenses plus quarterly payment of Club Membership Fee
3 or 4	As in 1 or 2 Owners above plus one (1) additional payment of quarterly Club Membership Fee
5 or 6	As in 1 or 2 Owners above plus two (2) additional payments of quarterly Club Membership Fee
7 or 8	As in 1 or 2 Owners above plus three (3) additional payments of quarterly Club Membership Fee

7.8 Excuse or Postponement. Club Owner may, from time to time, excuse or postpone Club Dues, or any portion thereof, in its sole and absolute discretion.

7.9 Club Owner's Obligation. Under no circumstances shall Club Owner or Developer be required to pay Club Dues; however, Club Owner is responsible to provide or secure funding to pay any deficits in the Budget. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual budget on a number of Homes greater than those actually in existence within PGA Village Verano, Club Owner agrees to pay the difference, if any, between actual Club Expenses and Club Dues paid by Owners and Builders, if any.

7.10 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events, instructional/educational events, seminars, social events, athletic events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

7.11 Additional Club Dues. If an Owner, his or her guests, invitees, licensees, agents, servants or employees do anything which increase the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage including a reasonable charge for Club Owner's overhead.

7.12 Commencement of First Charges. The obligation to pay Club Dues including, without limitation, the Club Membership Fee, shall commence as to each Owner and Builder when any portion of Talavera (community clubhouse and pool) is open for use to Members. Notwithstanding the foregoing, no Owner or Builder shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (e.g., upon issuance of a certificate of occupancy for any structure forming part of the Club Facilities).

7.13 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

7.14 Obligation to Pay Real Estate Taxes and Other Expenses on Homes. Each Owner shall pay all taxes, assessments and obligations relating to his or her Home which if not paid, could become a lien against the Home which is superior to the lien for Club Dues created by this Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, assessments, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

7.15 Initial Budget. The initial Budget prepared by Club Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Club Dues. It is not intended that any third party rely on any budget in electing to purchase a Home. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget for the Club may be different once historical figures are known. Projections in budgets are an effort to provide some information regarding future Club Expenses. Budgets may not take inflation into account. Because there is no history of operation, it is impossible to predict actual Club Expenses prior to when the Club begins operation and operating requirements are better established.

7.16 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes or Parcels. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with this Club Plan and any Club Membership Fee Schedule applicable to such Home.

8. Club Contribution. In addition to Club Dues provided for in this Club Plan, there shall be collected from each initial Owner a contribution ("**Club Contribution**") due to Club Owner and shall be payable in the following manner:

Phase 1 – Upon receipt of a certificate of occupancy for any portion of Talavera (the community clubhouse, pool, and recreation area) located north of C-24 canal	$500.00
Phase 2 – Once the 18-hole Golf Course south of the C-24 canal is available for Member play	$500.00

The foregoing amounts are established by the Club Owner as of the date hereof and are subject to change at any time. It is anticipated, but not guaranteed, that Phase 1 will be commenced in mid-2009 and Phase 2 will be commenced in mid-2012. The foregoing timeframe is only an estimate and is not a guaranty or promise that such phases will be commenced during such timeframes. Notwithstanding the foregoing, no Owner or Builder shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (e.g., upon issuance of a temporary certificate of occupancy for any structure forming part of the Club Facilities). Club Contributions are not to be considered as advance payment of Club Dues and are over and above the Purchase Price. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Club Contributions may be used and applied by Club Owner as it deems appropriate in its sole and absolute discretion. Notwithstanding anything herein to the contrary, Club Owner shall have the option, from time to time, to waive or abate Club Contributions in its sole and absolute discretion.

9. Club Membership Transfer Fee. Club Owner will establish a fee ("**Club Membership Transfer Fee**") to be used for capital improvements and/or expansion of Club Facilities as Club Owner deems appropriate in its sole and absolute discretion. There shall be collected upon every transfer (including, but not limited to, transfers resulting from the conveyance of a Home) of a Resident Member membership an amount equal to Five Hundred Dollars ($500.00). The Club Membership Transfer Fee shall be payable to Club Owner. The Club Membership Transfer Fee shall not be applicable to transfers of Honorary Memberships. The Club Membership Transfer Fee shall be paid at the time of closing of the sale of each Home. The amount of the Club Membership Transfer Fee and the manner of payment may be changed by Club Owner from time to time.

10. Determination of Club Expenses.

10.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

10.2 Adoption of Budget. Club Dues shall be established by the adoption of a projected operating budget (the "**Budget**"). Written notice of the Budget and the amount and date of the first installment of Club Dues shall be given to each Owner in advance of the due date of the first installment thereof.

10.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is, after the actual Club Expenses for that period is known, more or less than the actual Club Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing, or (iii) the remaining monthly Club Dues shall be adjusted to reflect such deficit or surplus.

10.4 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

10.5 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

10.6 Statement of Account Status. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Dues have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

10.7 Collection. Club Owner shall determine from time to time the method by which Club Dues, Special Use Fees and any other amounts due to Club Owner shall be collected.

11. Creation of Lien and Personal Obligation.

11.1 Claim of Lien. Each Owner and Builder, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home or Parcel, shall be deemed to have covenanted and agreed that all amounts payable by Owner or Builder hereunder including, without limitation, the Club Dues, Club Membership Transfer Fees, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including, without limitation, the Club Membership Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing lien in favor of Club Owner encumbering each Home and all personal property located thereon owned by the Owner or Builder. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Home, name of the Owner or Builder, and the amounts due as of that date, but its priority shall relate back to the date this Club Plan is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the owner of the Home at the time when the charge or fee became due, as well as the owner's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his or her lease to the contrary. Further, the lien created by this Section is superior to the lien of Association for Assessments.

11.2 Right to Designate Collection Agent. Club Owner shall have the right to designate who shall collect Club Dues, Special Use Fees, and other amounts due hereunder and such right shall be perpetual.

11.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Development Lender or by a Lender on a Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club's Claim of Lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a Claim of Lien encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid fees or charges for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of the Club Expenses. A Lender, other than a Development Lender, shall give written notice to Club Owner if the mortgage held by such Lender is in default. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Club Owner makes such payment on behalf of an Owner, Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Club Dues payable by such Owner with appropriate interest.

11.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may in Club Owner's sole and absolute discretion accelerate the Club Dues for the next ensuing twelve (12) month period, and for twelve (12) months from each subsequent delinquency.

11.5 Non-payment. If any Club Dues are not paid within ten (10) days after the due date, an administration fee of $50.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. This fee is to compensate Club Owner for administrative expenses and is not a penalty but agreed upon, fixed and fair liquidated damages. Club Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. In the event of foreclosure of the Club's lien, the defaulting Owner shall be required to pay a reasonable rental for the Home to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien all costs expended in preserving the priority of the lien and all costs and expenses of collection including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collection and bankruptcy. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action. Liens for Club Dues under this Club Plan shall be prior to the liens of Association or any Neighborhood Association.

11.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Home.

11.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Home is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

12. Operations.

12.1 Control. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party as Club Manager, if ever, as hereinafter provided.

12.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Homes, may enforce the Club Rules and Regulations, and prepare the Budget for the Club.

13. Paramount Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Members without charge.

14. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy.

15. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay

insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees, pre-trial and at all levels of proceedings including appeals, collections and bankruptcy.

16. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member and other person entitled to use the Club shall comply with following general restrictions:

16.1 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities without adult supervision, unless otherwise provided in the Club Rules and Regulations. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damage to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

16.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

16.3 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool area.

16.4 Activities. Any Member or guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

16.5 Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

16.6 Indemnification of Club Owner. In addition, each Member and guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, members, shareholders, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Member's membership, including, without limitation, use of the Club Facilities by Members and their guests, or the interpretation of this Club Plan, and/or the Club Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

16.7 Attorneys' Fees. Should any Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees, expert fees, paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

16.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("**Club Rules and Regulations**") from time to time. The Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of Club Rules and Regulations from the Club and become familiar with the same. The Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

16.9 Waiver of Club Rules and Regulations. Club Owner may from time to time waive the application of any Club Rules and Regulations to one or more Owners, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

17. Violation of the Club Rules and Regulations.

17.1 Basis For Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

17.1.1 such person is not an Owner or a Lessee;

17.1.2 the Member violates one or more of these Club Rules and Regulations;

17.1.3 the Member verbally abuses and/or disrespects another Member, Club employees, and/or management of the Club;

17.1.4 a guest or other person for whom a Member is responsible violates one or more of the Club Rules and Regulations;

17.1.5 an Owner fails to pay Club Dues in a proper and timely manner; or

17.1.6 a Member and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

17.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member or Club Manager may prohibit a Member from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due to the Club are paid in full.

18. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to reasonably change the design or facilities comprising the Club. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction, unless otherwise provided by Club Owner. After all reconstruction or repairs have been made, if there are any excess insurance proceeds, then in such event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan and the provisions of the Declaration relating to the Club by document recorded in the Public Records. In the event Club Owner elects to reconstruct the Club Facilities, Club Owner shall use its reasonable efforts to reconstruct and re-open the Club Facilities in a timely manner.

19. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. Neither Association nor any Owner shall be entitled to cancel this Club Plan or any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

20. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

20.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

20.2 Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club, or to terminate this Club Plan as provided in Section 20.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

21. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and Club Owner, their respective officers, members, partners, directors, shareholders, agents and any related persons or corporations and their employees, attorneys, agents, officers and directors from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Club Property, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all pre-trial, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs of Association to the extent such matters are not covered by insurance maintained by Association.

22. Estoppel. Association shall, from time to time, upon not less than ten (10) days prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect); and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Club Plan is in

full force and effect, without modification except as may be represented, in good faith, by Club Owner and (2) that there are no uncured defaults.

23. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

24. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

25. Lender Rights. In the event that any Development Lender (the "**Acquiring Party**") acquires title to any portion of PGA Village Verano owned, leased or operated by Club Owner, including but not limited to any Club Facilities, as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Club Owner hereunder, except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Club Owner. Notwithstanding the foregoing or anything to the contrary contained in this Club Plan, the Acquiring Party shall in no manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Club Owner (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Club Owner or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Club Plan.

26. Resolution of Disputes; Waiver of Jury Trial. **ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AND BUILDER, AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AND BUILDER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR**

WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

27. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS CLUB PLAN LEGALLY AND FACTUALLY WAS EXECUTED IN ST. LUCIE COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN ST. LUCIE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN ST. LUCIE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA.

28. Release. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

29. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason. No amendment shall alter the provisions of this Club Plan benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it reasonably deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of PGA Village Verano from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Home's Club Membership Fee that shall be imposed from time to time.

30. Severability. Invalidation of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

31. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

32. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist on the date the Club Plan was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

33. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

34. Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs pre-trial and at all levels of proceedings, including appeals, regardless of the outcome of such proceedings.

NOW THEREFORE, Club Owner has set its signature and seal below this 5 day of May, 2010.

WITNESSES:

Print Name: Patricia A. Plante

Print Name: Nicole E. Angelakos

CLUB VERANO LLC,
a Florida limited liability company

By: ______________________
John Csapo. Manager

Date: MAY 5, 2010

[SEAL]

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5 day of May, 2010, by John Csapo, as Manager of CLUB VERANO LLC, who is personally known to me, on behalf of the company.

Print Name: Nicole E. Angelakos
Notary Public - State of Florida
Commission No. DD 736642
My Commission Expires: 3/23/2012

NICOLE E. ANGELAKOS
MY COMMISSION # DD 736642
EXPIRES: March 23, 2012
Bonded Thru Notary Public Underwriters

JOINDER

PGA VILLAGE VERANO PROPERTY OWNERS ASSOCIATION, INC. does hereby join in the Club Plan to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5 day of May, 2010.

WITNESSES:

Print Name: Patricia A. Plante

Nicole E. Angelakos

Print Name: Nicole E. Angelakos

PGA VILLAGE VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: ______________________

John Csapo, President

[SEAL]

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5 day of May, 2010, by John Csapo as President of PGA VILLAGE VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me, on behalf of the corporation.

Nicole E. Angelakos

Print Name: Nicole E. Angelakos

Notary Public - State of Florida

Commission No. DD736642

My Commission Expires: 3/23/2012

NICOLE E. ANGELAKOS
MY COMMISSION # DD 736642
EXPIRES: March 23, 2012
Bonded Thru Notary Public Underwriters

WPB 1063740.3

JOINDER

VERANO DEVELOPMENT, LLC does hereby join in the Club Plan to which this Joinder is attached for the sole purpose of agreeing to amend the Declaration to substitute this Club Plan for the Club Plan attached as Exhibit 4 to the Declaration and to agree that the terms hereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5 day of May, 2010.

WITNESSES:	**VERANO DEVELOPMENT, LLC,** a Delaware limited liability company
Print Name: Patricia A. Plante	By: ______
	John Csapo, Manager
Print Name: Nicole E. Angelakos	[SEAL]

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 5 day of May, 2010, by John Csapo as Manager of VERANO DEVELOPMENT, LLC, a Delaware limited liability company, who is personally known to me, on behalf of the company.

Print Name: Nicole E. Angelakos
Notary Public - State of Florida
Commission No. DD736642
My Commission Expires: 3/23/2012

NICOLE E. ANGELAKOS
MY COMMISSION # DD 736642
EXPIRES: March 23, 2012
Bonded Thru Notary Public Underwriters

WPB 1063740.3

CONSENT TO

SECOND AMENDED AND RESTATED CLUB VERANO MEMBERSHIP PLAN

SunTrust Bank, a bank organized under the State of Georgia, the holder of a mortgage ("**Mortgage**") recorded in Official Records Book 1745, Page 2098, of the Public Records of St. Lucie County, Florida, which encumbers the Land described in **Exhibit A**, does hereby Consent to the Second Amended and Restated Club Verano Membership Plan, to which this consent is attached, and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

By consenting to the Second Amended and Restated Club Verano Membership Plan, SunTrust Bank is not subordinating the Mortgage to any assessments against any portion of PGA Village Verano levied pursuant to the Second Amended and Restated Club Verano Membership Plan nor is SunTrust Bank waiving or subordinating any of its rights under that certain Collateral Assignment of Club Membership in favor of SunTrust Bank.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 18 day of June, 2010.

WITNESSES:

Print Name: LOURDES FALCONI

Print Name: MARIA GERRERO

SunTrust Bank,
a bank organized under the State of Georgia

By:
Print Name: Ruben Pedron
Title: Senior Vice President

[SEAL]

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 18 day of June, 2010, by Ruben Pedron as SR. Vice President of SunTrust Bank, a bank organized under the State of Georgia, who is personally known to me or who produced N/A as identification, on behalf of the bank.

Print Name: Lizbeth Castellano
Notary Public - State of Florida
Commission No. ________
My Commission Expires: ________

LIZBETH CASTELLANO
Notary Public - State of Florida
My Comm. Expires Jan 27, 2013
Commission # DD 847009
Bonded Through National Notary Assn.

EXHIBIT A

LEGAL DESCRIPTION OF PGA VILLAGE VERANO

EXHIBIT "A"

PARCEL 1

WESTERN GROVE

TRACT ONE

A parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East; and Section 5 and 6 Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly right-of-way line of the Florida East Coast Railway Co. "Fort Pierce Cut-Off" Track as shown on Pages V. 3d/6 and V. 3d/7, dated February 1, 1950 with Tract Correct revision dated 4/28/67 and the Southwesterly right-of-way line of South Florida Water Management District Canal C-24; thence run South 44°46'01" West along said Southeasterly right-of-way line of the Florida East Coast Railway Co., a distance of 5069.40 feet to the West line of said Section 29; thence South 04°13'20" East, along said West line, a distance of 258.80 feet to the Northeast corner of said Section 31; thence South 89°40'25" West, along the North line of said Section 31, a distance of 312.03 feet to the aforesaid Southeasterly right-of-way line of the Florida East Coast Railway Co; thence South 44°46'01" West, along said right-of-way line, a distance of 728.74 feet to the POINT OF BEGINNING; Thence, departing said right-or-way line, South 45°07'48" East, a distance of 3688.39 feet; thence South 34°54'59" East, a distance of 4767.41 feet to the northerly top of bank of the O.L. Peacock Canal; Thence along the northerly top of bank of said O.L. Peacock Canal South 74°05'51" West, a distance of 4714.77 feet; thence North 89°58'45" West, a distance of 5508.96 feet East right-of-way line of State Road S-609 as shown on the Florida Department of Transportation right-of-way map dated 11/5/64 and revised January 1965; Thence along right-of-way line North 00°01'15", a distance of 2906.07 feet to the intersection with the South line of said Section 31, thence continue along said easterly right-of-way, North 00°08'55" West, a distance of 156.88 feet to the intersection with the aforesaid Southeasterly right-of-way line of the Florida East Coast Railway Co.; thence North 44°46'01" East, along said Southeasterly right-of-way line of the Florida East Coast Railway Co. a distance of 6673.84 feet to the POINT OF BEGINNING.

LESS AND EXCEPT Being a parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East and Sections 5 and 6, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows: COMMENCE at the Northeasterly corner of Grove 3, said lands described in Official Record Book 383, Page 1059, Public Records, St. Lucie County, Florida; thence South 74°03'19" West, along the Northerly line of said Grove 3, a distance of 4636.82 feet; thence North 16°48'28" West, departing said Northerly line, a distance of 52.70 feet; thence North 16°48'28" West, a distance of 63.64 feet; thence North 74°03'44" East, a distance of 67.81 feet; thence North 57°16'41" East, a distance of 51.67 feet; thence North 38°31'24" East, a distance of 73.78 feet; thence North 22°50'39" East, a distance of 50.98 feet to the POINT OF BEGINNING; Thence North 61°20'02" West, a distance of 1685.86 feet; Thence North 58°57'12" West, a distance of 127.57 feet; Thence North 49°19'49" West, a distance of 93.34 feet; Thence North 32°18'49" West, a distance of 178.91 feet; Thence

North 25°32'27" West, a distance of 184.36 feet; Thence North 06°00'43" West, a distance of 118.58 feet; Thence North 22°50'28" East, a distance of 467.15 feet; Thence North 31°22'11" East, a distance of 93.05 feet; Thence North 40°40'44" East, a distance of 1124.23 feet' Thence North 44°11'03" East, a distance of 181.77 feet; Thence North 52°2-'18" East, a distance of 81.27 feet; Thence South 48°56'38" East, a distance of 3272.46 feet; Thence South 09°19'30" West, a distance of 329.60 feet; Thence South 74°14'21" West, a distance of 1658.09 feet; Thence North 84°42'27" West, a distance of 125.75 feet to the POINT OF BEGINNING.

TRACT TWO

Being a parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East and Sections 5 and 6, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

COMMENCE at the Northeasterly corner of Grove 3, said lands described in Official Record Book 383, Page 1059, Public Records, St. Lucie County, Florida; thence South 74°03'19" West, along the Northerly line of said Grove 3, a distance of 4636.82 feet; thence North 16°48'28" West, departing said Northerly line, a distance of 52.70 feet; thence North 16°48'28" West, a distance of 63.64 feet; thence North 74°03'44" East, a distance of 67.81 feet; thence North 57°16'41" East, a distance of 51.67 feet; thence North 38°3124" East, a distance of 73.78 feet; thence North 22°50'39" East, a distance of 50.98 feet to the POINT OF BEGINNING;

Thence North 61°30'02" West, a distance of 1685.86 feet;
Thence North 58°57'12" West, a distance of 127.57 feet;
Thence North 49°19'49" West, a distance of 93.34 feet;
Thence North 32°18'49" West, a distance of 178.91 feet;
Thence North 25°32'27" West, a distance of 184.36 feet;
Thence North 06°00'43" West, a distance of 118.58 feet;
Thence North 22°50'28" East, a distance of 467.15 feet;
Thence North 31°22'11" East, a distance of 93.05 feet;
Thence North 40°40'44" East, a distance of 1124.23 feet;
Thence North 44°11'03" East, a distance of 181.77 feet;
Thence North 52°20'18" East, a distance of 81.27 feet;
Thence South 48°56'38" East, a distance of 3272.46 feet;
Thence South 09°19'30" West, a distance of 329.60 feet;
Thence South 74°14'21" West, a distance of 1658.09 feet;
Thence North 84°42'27" West, a distance of 125.75 feet to the POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND LYING IN SECTION 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 14°45'25" WEST, ALONG SAID EAST LINE OF FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF

789.36 FEET; THENCE CONTINUE NORTH 01°58'48"WEST, ALONG SAID EAST LINE, A DISTANCE OF 235.96 FEET; THENCE NORTH 74°05'51" EAST, DEPARTING SAID EAST LINE, A DISTANCE OF 1124.39 FEET; THENCE SOUTH 15°54'09" EAST, A DISTANCE OF 1181.91 FEET TO SAID NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 548; SAID POINT BEING A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22,918.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 09°37'34" WEST; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°01'14", A DISTANCE OF 1208.23 FEET TO THE POINT OF BEGINNING. (Commercial Parcel in Western Grove)

AND LESS AND EXCEPT A PARCEL OF LAND LYING IN SECTION 4, 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO. "FORT PIERCE CUT-OFF" AS SHOWN ON PAGES V. 3D/6 AND V. 3D/7, DATED FEBRUARY 1, 1950 WITH TRACT CORRECT REVISION DATED 4/28/67 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-24; THENCE RUN SOUTH 44°46'01" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO. 5069.40 FEET TO THE WEST LINE OF SECTION 29, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE SOUTH 04°13'20" EAST ALONG SAID WEST LINE 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE SOUTH 89°40'25" WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 312.03 FEET TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO.; THENCE SOUTH 44°46'01" WEST, ALONG SAID RIGHT-OF-WAY LINE 7402.57 FEET TO THE EAST RIGHT-OR-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED JANUARY 1965; THENCE SOUTH 00°08'55" EAST ALONG SAID RIGHT-OF-WAY LINE 156.89 FEET; THENCE SOUTH 00°01'15" WEST ALONG SAID RIGHT-OF-WAY LINE 2756.07 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 89°58'45" EAST 2278.50 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHERLY; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE WITH RADIUS OF 22918.00 FEET, THROUGH A CENTRAL ANGLE OF 16°00'49", FOR AN ARC DISTANCE OF 6405.36 FEET, THE CHORD OF SAID ARC BEING NORTH 82°00'50" EAST 6384.50 FEET; THENCE NORTH 74°00'26" EAST 3830.74 FEET; THENCE SOUTH 38°44'47" WEST 258.82 FEET; THENCE SOUTH 74°00'26" WEST 1625.09 FEET; THENCE SOUTH 34°54'59" WEST 16.17 FEET; THENCE SOUTH 74°35'02" WEST 625.46 FEET; THENCE SOUTH 74°05'51" WEST 4614.88 FEET; THENCE NORTH 89°58'45" WEST 5508.95 FEET TO SAID RIGHT-OF-WAY OF STATE ROAD S-609; THENCE NORTH 00°01'15" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 TO THE POINT OF BEGINNING. (West Virginia Extension)

TRACT THREE

An easement for the benefit of Parcel 1 as created by Drainage and Irrigation Easement between Tradition Development Company, LLC and Reserve Homes, Ltd., L.P. dated June 30, 2003 recorded in Official Records Book 1745, Page 1913, of the Public Records of St. Lucie County, Florida over the lands described as the "Grantor Parcel" in said Drainage and Irrigation Easement, subject to the terms, provisions and conditions set forth in said instrument.

Parcel 2

EGAN PARCEL

GROVE 1:

Being a portion of Sections 28, 29 and 32, Township 36 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Begin at the point of intersection of the southeasterly right of way line of the Florida East Coast Railway Co. "Fort Pierce Cut-off" track as shown on right of way maps, Pages V.3d/6 and V.3d/7 dated February 1, 1950 with "track correct" revision dated 4/28/67 and the southwesterly right of way line of South Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, checked dated 11/25/58 and revised 2/23/59; thence S 43 degrees 08 minutes 38 seconds E, along said Canal C-24 right of way line a distance of 2488.08 feet, to a point hereinafter referred to *as* Point "A"; thence S 35 degrees 05 minutes 51 seconds W a distance of 4892.60 feet; thence N 43 degrees 25 minutes 41 seconds W a distance of 3309.86 feet to the intersection with the aforesaid southeasterly right of way line of the Florida East Coast Railway; thence N 44 degrees 46 minutes 01 seconds E, along said Florida East Coast Railway right of way a distance of 4809.53 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for drainage and irrigation over the following described property.

Commence at the aforedescribed Point "A"; thence S 43 degrees 08 minutes 38 seconds E, along the aforesaid southwesterly right of way line of South Florida Water Management District Canal C-24, a distance of 347.56 feet to the POINT OF BEGINNING of the following described easement:

Thence continue S 43 degrees 08 minutes 38 seconds E, along said right of way line a distance of 50.00 feet; thence S 46 degrees 51 minutes 22 seconds W a distance of 42.14 feet; thence N 66 degrees 46 minutes 57 seconds W a distance of 64.82 feet; thence N 56 degrees 12 minutes 33 seconds W a distance of 190.72 feet; thence N 79 degrees 11 minutes 38 seconds W a distance of 69.18 feet; thence S 61 degrees 48 minutes 26 seconds W a distance of 141.21 feet, to the Southeasterly boundary of the above described parcel; thence N 35 degrees 05 minutes 51 seconds E, along said Southeasterly boundary a distance of 111.24 feet; thence N 61 degrees 48 minutes 26 seconds E a distance of 59.54 feet; thence S 79 degrees 11 minutes 38 seconds E a distance of 97.05 feet; thence S 56 degrees 12 minutes 33 seconds E a distance of 196.26 feet; thence Section 66 degrees 46 minutes 57 seconds E *a* distance of 27.50 feet; thence N 46 degrees 51 minutes 22 seconds E a distance of 9.44 feet to the said southwesterly right of way line of said Canal C-24 and the POINT OF BEGINNING.

GROVE 2:

Being a parcel of land lying in Sections 28, 33, and 34, Township 36 South, Range 39 East and Section 4, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows: .

Commence at the point of intersection of the South line of said Section 34 and the southwesterly right of way line of the south Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, checked dated 11/25/58 and revised 2/23/59; thence N 43 degrees 08 minutes 38 seconds W, along said southwesterly right of way line of Canal C-24, a distance of 2628.30 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 43 degrees 08 minutes 38 seconds W, along said right of way line, a distance of 364.51 feet, to a point hereinafter referred to as Point "A"; thence continue N 43 degrees 08 minutes 38 seconds W, along said right of way a distance of 4812.17 feet; thence S 46 degrees 52 minutes 25 seconds W a distance of 2151.65 feet; thence S 43 degrees 12 minutes 50 seconds E a distance of 4647.83 feet; thence S 43 degrees 58 minutes 20 seconds W a distance of 1282.29 feet to a point hereinafter referred to a Point "B"; thence N 70 degrees 42 minutes 47 seconds E a distance of 440.52 feet; thence N 65 degrees 05 minutes 51 seconds E a distance of 762.00 feet; thence N 24 degrees 54 minutes 09 seconds W a distance of 60.06 feet; thence N 01 degrees 49 minutes 23 seconds E a distance of 1037.87 feet; thence N 17 degrees 05 minutes 14 seconds W a distance of 421.43 feet; thence N 46 degrees 51 minutes 22 seconds E a distance of 63.46 feet to the aforesaid southwesterly right of way line of Canal C-24 and the POINT OF BEGINNING.

Together with an easement for drainage and irrigation being more particularly described as follows:

Begin at aforedescribed Point "B"; thence along the southeasterly boundary of the above pacel by the following courses and distances:

Thence N 70 degrees 42 minutes 47 seconds E a distance of 440.52 feet;
thence N 65 degrees 05 minutes 51 seconds E a distance of 762.00 feet;
thence N 60 degrees 24 minutes 31 seconds E a distance of 793.61 feet;
thence S 89 degrees 08 minutes 58 seconds E a distance of 318.77 feet to the aforesaid southwesterly right of way line of Canal C-24;
thence S 43 degrees 08 minutes 38 seconds E along said right of way line a distance of 139.00 feet;
thence N 89 degrees 08 minutes 58 seconds W a distance of 388.11 feet;
thence S 60 degrees 24 minutes 31 seconds W a distance of 770.50 feet;
thence S 65 degrees 05 minutes 51 seconds W a distance of 771.50 feet;
thence S 70 degrees 42 minutes 47 seconds W a distance of 399.46 feet;
thence N 43 degrees 58 minutes 20 seconds W a distance of 110.06 feet to the POINT OF BEGINNING;

Subject to an easement for ingress and egress, being 15.00 feet in width, lying 7.50 feet each side of the following described centerline.

BEGIN at the aforedescribed Point "A"; thence S 02 degrees 40 minutes 10 seconds E a distance of 4.30 feet to the beginning of a curve concave to the northwest having a radius of 130.00 feet; thence southwesterly along the arc of said curve a distance of 112.33 feet; through an angle of 49 degrees 30 minutes 25 seconds; thence S 46 degrees 50 minutes 15 seconds W a distance of 2041.23 feet to the southwesterly boundary of the parcel first described above and the POINT

OF TERMINATION of easement, said easement being bounded on the northeast by the southwesterly right of way line of aforesaid Canal C-24 and on the southwest by the southwesterly boundary of the parcel first described above.

EGAN PARCEL

TRACT 2 GROVE 2:

Being a parcel of land lying in Sections 33 and 34, Township 36 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the intersection of the south line of said section 34 and the southwesterly right of way line of the South Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, sheet 11 of 16, and last revised 4/21/61. Thence north 43 degrees 08 minutes 38 seconds West, along said right of way line, a distance of 1050.96 feet to the point of beginning of the following described parcel:

Thence continue north 43 degrees 08 minutes 38 seconds West a distance of 1577.34 feet;
thence south 46 degrees 51 minutes 22 seconds west a distance of 63.46 feet;
thence south 17 degrees 05 minutes 14 seconds east a distance of 421.43 feet;
thence south 01 degrees 49 minutes 23 seconds West a distance of 1037.87 feet;
thence south 24 degrees 54 minutes 09 seconds east a distance of 60.06 feet;
thence north 60 degrees 24 minutes 31 seconds east a distance of 793.61 feet;
thence south 89 degrees 08 minutes 58 seconds east a distance of 318.77 feet to a point of beginning;

EASEMENT NO. 1:

An easement for ingress and egress 30.00 feet in width lying 15 feet each side of the centerline in Township 36 South, Range 39 East and Township 37 South, Range 39 East the centerline of which being described as follows:

Beginning at a point on a Westerly prolongation of the centerline of Gatlin Boulevard as shown on Florida Department of Transportation right-of-way maps for State Road 9 (I-95) Section 94001-2412, dated 6/22/77, with last revision of 9/11/79, said point being 15 feet westerly of the west toe of spoil lying west of the "Borrow Canal"; thence northerly, 15 feet of westerly of, as measured at right angles, and parallel with said west toe of spoil of the "Borrow Canal"; thence easterly, northeasterly, northerly and northwesterly, 15 feet distance from, as measured at right angles and parallel with the said toe of spoil of the "Borrow Canal" to a point 15 feet southerly of, as measured at right angles, the south toe of spoil south of the Canal South of the north line of Section 10, Township 37 South, Range 39 East; thence Westerly parallel with the said south toe of spoil to the intersection with a line 15 feet westerly of, as measured at right angles, the West toe of spoil lying West of a Canal west of the east line of Section 4, Township 37 South, Range 39 East; thence Northerly parallel with the said west toe of spoil of said Canal and the northerly prolongation thereof to the Southeasterly boundary of "Grove 2".

EASEMENT NO. 2:

An easement for ingress and egress 30.00 feet in width lying in Township 36 South, Range 39 East and Township 37 South, Range 39 East being bounded as follows:

On the northeast by the ingress and egress easement from Gatlin Boulevard to said "Grove 2"; on the Northwest by the southerly toe of slope of the spoil bank south of the "O.L. Peacock Canal"; on the southwest by the 20.00 feet wide ingress and egress easement from "Grove 1", to "Grove 3", on the southeast by a line 30.00 feet southeasterly of, as measured at right angles, and parallel with the aforedescribed northwest boundary.

PARCEL 3

DUDA PARCEL

A parcel of land lying in Sections 28, 29, 31, 32 and 33 Township 36 South, Range 39 East; and Sections 4 and 5, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly right-of-way line of the Florida East Coast Railway Co. "Fort Pierce Cut-Off" Track as shown on Pages V. 3d/6 and V. 3d/7, dated February 1, 1950 with Tract Correct revision dated 4/28/67 and the Southwesterly right-of-way line of South Florida Water Management District Canal C-24; thence run S 44°46'02" W, a distance of 4809.54 feet to the Northwesterly corner of lands described in Official Record Book 477, Page 560, Public Records, St. Lucie County, Florida and the POINT OF BEGINNING; thence South 43°25'41" East, along the westerly line of said lands, a distance of 3309.86 feet tot eh Southwesterly corner of the aforesaid lands; thence North 35°05'51" East, along the Southerly line of the aforesaid lands, a distance of 4892.60 feet to the Southwesterly right-of-way line of the aforesaid South Florida Water Management District C-24 Canal; along the aforesaid Southwesterly Right-of-Way Line South 43°08'38" East, a distance of 2327.32 feet to the Northern most point of Grove 2 as described in Official Record Book 477, Page 560, Public Records, St. Lucie County, Florida, thence departing the aforesaid Southwesterly right-of-way line of the C-24 Canal South 46°52'25" West, along the Northwesterly line of the aforesaid Grove 2, a distance of 2151.65 feet; thence South 43°12'50" East, along the Southwesterly line of Grove 2, a distance of 4647.83 feet to the intersection with the Northerly line of those lands described in Official Record Book 658, Page 110, Public Records, St. Lucie County, Florida; thence South 51°16'22" West, along said Northerly line, a distance of 950.05 feet to the intersection with the Northerly line of the Peacock Cemetery Parcel as described in Official Records Book 369, Page 1166, Public Records, St. Lucie County, Florida; thence along said Northerly and Westerly line of said Cemetery parcel, the following courses and distances: South 45°15'13" West, a distance of 400.02 feet; thence South 38°44'44" West, a distance of 1227.76 feet; thence South 27°11'26" East, a distance of 67.85 feet to the Northerly top of bank of O.L. Peacock Canal; thence along the northerly top of bank of said O.L. Peacock Canal, the following courses and distances:

South 75°29'17" West, a distance of 65.34 feet;
Thence South 72°49'14" West, a distance of 56.76 feet;
Thence South 74°47'53" West, a distance of 186.47 feet;
Thence South 74°19'03" West, a distance of 254.27 feet;
Thence South 73°21'27" West, a distance of 169.47 feet;
Thence South 74°55'09" West, a distance of 277.14 feet;
Thence South 73°51'40" West, a distance of 276.70 feet;
Thence South 70°57'21" West, a distance of 154.19 feet;
Thence South 74°10'23" West, a distance of 128.57 feet;

Thence South 72°03'14" West, a distance of 107.48 feet;
Thence South 78°34'38" West, a distance of 102.69 feet;
Thence South 75°04'05" West, a distance of 194.77 feet;
Thence South 72°33'58" West, a distance of 75.48 feet;
Thence South 75°55'30" West, a distance of 157.24 feet;
Thence South 71°39'51" West, a distance of 59.39 feet;

Thence North 34°54'59" West, departing said top of bank, a distance of 4760.96 feet; thence North 45°07'48" West, a distance of 3688.37 feet; thence North 44°46'02" East, a distance of 728.76 feet to the intersection with the South line of Section 30, Township 36 South, Range 39 East, St. Lucie County, Florida; thence North 89°40'25" East, along the South line, a distance of 312.01 feet to the Southeast corner of said Section 30; thence North 04°13'20" West, along the East line of said Section 30, a distance of 258.80 feet to the Southeasterly Right-of-Way line of the aforesaid Florida East Coast Railway; thence North 44°46'02" East, along said Southeasterly Right-of-Way line, a distance of 259.86 feet to the POINT OF BEGINNING.

PARCEL 4

UNRECORDED MONTAGE PLATS NORTH OF C-24 CANAL

A parcel of land being a portion of Section 28, 29, 33 and 34, Township 36 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Begin the intersection of the southeasterly right-of-way line of the Florida East Coast Railroad and the northeasterly right-of-way line of South Florida Water Management District Canal No. C-24; thence North 44°45'38" East, along said southeasterly right-of-way line, a distance of 1,221.80 feet to the easterly prolongation of the southerly line of Sabal Creek, Phase II, according to the plat thereof, as recorded in Plat Book 24, Pages 1, 1A, 1B and 1C, Public Records of St. Lucie County, Florida; thence South 43°34'29" East, departing said right-of-way line, along the said southerly prolongation and the south line of the aforementioned plat and the southerly line of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book24, Pages 17 and 17A, Public Records of St. Lucie County, Florida, a distance of 5,340.48 feet; thence continuing along the southerly line of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book 24, Page 17 and 17A, Public Records of St. Lucie County, Florida, South 43°09'01" East, a distance of 1,026.26 feet to the southeast corner of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book 24, Pages 17 and 17A, Public Records of St. Lucie county, Florida; thence North 45°11'03" East, along the east line of said plat, a distance of 0.99 feet; thence South 43°08'40" East, departing said east line, a distance of 52.97 feet; thence South 43°09'00" East, a distance of 331.07 feet; thence South 43°08'32" East, a distance of 3671.33 feet; thence South 72°42'41" East, a distance of 217.77 feet to the northwesterly line of that certain parcel of land described in Special Warranty Deed as recorded in Official Records Book, 1577, Page 1222, Public Records of St. Lucie County, Florida; thence North 61°51'31" East, along said northwesterly line, a distance of 188.61 feet to the northerly corner of said certain parcel of land; thence South 43°08'30" East, along the northeasterly line and easterly prolongation of said certain parcel of land, a distance of 2361.96 feet to the north line of that certain parcel of land described in Official Records Book 1547, Page 490, Public Records of St. Lucie County, Florida; said point being parallel with and 1024.10 feet northerly of, as measured at right angles to the south line of said Section 34; thence North 89°52'17" East, along said north line and parallel line, a distance of 1211.13 feet to a point on a non-tangent curve, concave to the northwest, having a radius of 2060.00 feet, the radius point of which bears North 50°24'45" West; thence southwesterly, departing said north line and parallel line, along the arc of said curve through a central angle of 03°00'41", a distance of 108.217 feet toe the point of tangency; thence South 42°35'56" West, a distance of 556.01 feet to the point of curvature of a curve concave to the northwest, having a radius of 776.00 feet; thence southwesterly along the compound curvature of a curve concave to the northwest, having a radius of 1639.50 feet; thence southwesterly along the arc of said curve through a central angle of 19°59'18", a distance of 571.96 feet; thence South 89°56'01" West, a distance of 1531.40 feet to said northeasterly right-of-way line of South Florida Water Management District Canal No. C-24; thence North 43°08'36" West, along said right-of-way line, a distance of 12,679.36 feet to a point of beginning.

LESS AND EXCEPT that property contained in All of the Plat of Montage PUD No. 1, according to the Plat thereof as recorded in Plat Book 49, Page 23, Public Records of St. Lucie County, Florida.

PARCEL 5

RECORDED MONTAGE PLAT

All of the Plat of Montage PUD No. 1, according to the Plat thereof as recorded in Plat Book 49, Page 23, Public Records of St. Lucie County, Florida, LESS AND EXCEPT the Commercial Tract.

EXHIBIT B

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That PGA VILLAGE VERANO PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit corporation (the "**Releasor**"), for and in consideration of the sum of TEN DOLLARS ($10.00), and other valuable consideration, received from or on behalf of CLUB VERANO LLC, a Florida limited liability company (the "**Releasee**"), the mailing address of which is 701 South Olive Avenue, Suite 104, West Palm Beach, FL 33401, the receipt whereof is hereby acknowledged,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the "**Releasee's Affiliates**") of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, regarding (a) the Releasor, the common areas (the "**Common Areas**") within PGA Village Verano (the "**Community**"), Club Verano (the "**Club**"), more particularly described on **Exhibit A** hereto, or the improvements thereon (collectively, the "**Property**"), or (b) any occurrences, circumstances, and/or documentation (*e.g.*, the Declaration and/or the Club Plan) whatsoever, relating to the Community, the Common Areas, the Club and/or the Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the "**Closing**"), except (i) representations of Releasee in that certain Agreement for Sale and Purchase dated __________, 20__ between Releasor and Releasee which survive the Closing, (ii) warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing and (iii) personal injury claims respecting the Property, if any, occurring prior to Closing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____day of _______, 2010.

Signed, sealed and delivered
in the presence of:

WITNESSES:

____
Print Name: ____________________

____
Print Name: ____________________

PGA VILLAGE VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: ___________________________
Name:__________________________
Title:__________________________

STATE OF FLORIDA
COUNTY OF _________

The foregoing instrument was acknowledged before me this __day of _______, 20__ by ______________________________ as ________________________ of PGA VILLAGE VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation who [ ] is personally known to me or [ ] has produced __________________ as identification and did not take an oath.

____
Print Name: ___________________
Notary Public - State of Florida
Commission No. _______________
My Commission Expires: ____________

EXHIBIT C

club membership fee schedule

Year	Monthly Payment
2010	$45.00
2011	$45.00
2012	$45.00
2013	$45.00
2014	$47.25
2015	$49.61
2016	$52.09
2017	$54.70
2018	$57.43
2019	$60.30
2020	$63.32
2021	$66.49
2022	$69.81
2023	$73.30
2024	$76.97
2025	$80.81
2026	$84.85
2027	$89.10
2028	$93.55
2029	$99.63
2030	$106.11
2031	$113.01
2032	$120.35
2033	$125.00
2034	$125.00

From 2033 and thereafter, Club Membership Fees shall be $125.00 per month and will not increase.

EXHIBIT D

OPTION NOTICE

IRREVOCABLE OPTION NOTICE

The Board of Directors of PGA Village Verano Property Owners Association, Inc. (the "**Board**") hereby provides Club Owner (as defined in that certain Club Verano Membership Plan recorded in Official Records Book ___ of ____ of the Public Records of St. Lucie County, Florida) with notice of its intent to purchase the Club pursuant to the terms of the Club Verano Membership Plan. Attached hereto as **Schedule 1** is a resolution executed by the majority of the Board approving this Irrevocable Option Notice.

The undersigned Board has executed this Irrevocable Option Notice on this _____ day of _________________, 20__.

____
Name:___________________________
Director

____
Name:___________________________
Director

____
Name:___________________________
Director

Schedule 1

PGA VILLAGE VERANO PROPERTY OWNERS ASSOCIATION, INC.
(THE "ASSOCIATION")

ACTION BY THE BOARD OF DIRECTORS OF ASSOCIATION
WITHOUT A MEETING

The undersigned, constituting the majority of the Board of Directors of Association do hereby consent to and approve the following actions:

WHEREAS, the Board of Directors hereby acknowledges and agrees that it is in the best interest of Association to purchase the Club (as defined in that certain Club Verano Membership Plan recorded in Official Records Book 2803, Page 829, of the Public Records of St. Lucie County, Florida, as amended); and

WHEREAS, the Board of Directors hereby agrees to provide Club Owner (as defined in the Club Verano Membership Plan) with the Option Notice (as defined in the Club Verano Membership Plan) in order to evidence its intent to purchase the Club (as defined in the Club Verano Membership Plan) pursuant to the terms of the Club Verano Membership Plan;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the purchase of the Club and the giving of the Option Notice to Club Owner.

____
Name: ______________________
Date: ______________________

____
Name: ______________________
Date: ______________________

____
Name: ______________________
Date: ______________________

EXHIBIT E

AGREEMENT FOR SALE AND PURCHASE

AGREEMENT FOR SALE AND PURCHASE OF CLUB VERANO

TABLE OF CONTENTS

SCHEDULE OF EXHIBITS

<u>AGREEMENT FOR SALE AND PURCHASE OF</u>
<u>CLUB VERANO</u>

This Agreement for Sale and Purchase of Club Verano (this "**<u>Agreement</u>**") is among CLUB VERANO LLC, a Florida limited liability company ("**<u>Seller</u>**"), and VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**<u>Buyer</u>**").

RECITALS:

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

B. On April 23, 2007, Seller recorded the Club Plan (hereinafter defined) which governs the use and operation of the Club. The Club Plan is subject to amendment, from time to time.

C. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the Club 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. <u>Recitals</u>. The foregoing Recitals are true and correct and are incorporated into and form a part of this Agreement.

2. <u>Defined Terms</u>. As used herein, the following terms shall have the following meanings:

"**<u>Acceptable Encumbrances</u>**" shall have the meaning set forth in Section 5.1 hereof.

"**<u>Agreement</u>**" shall have the meaning set forth in the initial sentence hereof.

"**<u>Business Day</u>**" means any day on which business is conducted by national banking institutions in the County.

"**<u>Closing Date</u>**" shall have the meaning as defined in Section 6.1 hereof.

"**<u>Closing</u>**" 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 and execution and delivery by Buyer of all documents to be executed by Buyer at Closing.

"**<u>Club</u>**" shall have the meaning set forth in the Club Plan.

"**<u>Club Dues</u>**" shall have the meaning set forth in the Club Plan.

"**Club Plan**" shall mean the Club Verano Membership Plan originally recorded in Official Records Book 2803, Page 829 of the County, as amended from time to time and recorded in the public records of the County.

"**Clubhouse**" shall mean all clubhouses forming part of the Club including, but not limited to, the Golf Clubhouse and community clubhouse(s) and related improvements and fixtures, which are presently located on the Land.

"**Club Land**" means that certain real property described on **Exhibit A** attached hereto and made a part hereof.

"**County**" shall mean St. Lucie County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"**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 both Buyer and Seller shall have executed this Agreement.

"**Feasibility Date**" shall mean 5:00 p.m. Eastern time on the thirtieth (30^{th}) day following the Effective Date.

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

"**Golf Clubhouse**" shall have the meaning set forth in the Club Plan.

"**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, Golf Facilities, fitness building(s), tot lot, ball field/multi-purpose field, tennis courts, trail system, spa and one or more outdoor swimming pools, 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 4.2.1 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 Club Land.

"**Lender**" shall have the meaning set forth in Section 4.2.1 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 Improvements.

"**Personal Property**" shall mean all 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 Club located on the Land; (iii) those Permits which are assignable or transferable to Buyer at Closing; (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 right to use the name Verano as permitted by 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 and the Personal Property.

"**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 conveying fee title 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.

"**Title Commitment**" shall mean the commitment for issuance of an owner's title insurance policy to be issued on the Title Company and delivered to Buyer pursuant to Section 5.1 hereof.

"**Title Company**" shall mean ____________________________ as agent for ____________________, 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.

"**Verano**" shall mean the planned community within which the Land is located, as further defined in the Club Plan.

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 five (5) days after the Effective Date, Seller shall 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, and information about the payment of Club Dues with respect to the Land, which Seller shall make a good faith attempt to locate in its files and which Seller has not already provided to Buyer. 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. Seller shall incur no liability to Buyer for any information contained in any materials furnished to Buyer or for Seller's failure to furnish any materials in Seller's possession to Buyer. Without limiting the foregoing, Seller shall have no obligation to obtain plans, permits or other information respecting the Property from governmental agencies or utilities.

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 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, copies of all Due Diligence Reports within thirty (30) days of Buyer's election not to proceed. If Buyer determines that the Property is not acceptable in its sole discretion and elects not to proceed with the transaction contemplated hereby, Buyer shall on or before the Feasibility Date give written notice of termination (the "**Termination Notice**") and upon delivery of the Termination Notice to Seller this Agreement shall be terminated. Upon 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 at all reasonable times established by Seller, but only for the purpose of conducting tests and making site inspections and investigations. In doing so, 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 Club, employees, licensees, and service providers). All persons retained by Buyer to conduct inspections, investigations and tests shall be licensed and maintain liability and property damage insurance in amounts as reasonably requested by Seller. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Property prior to Closing.

3.4. Indemnification. Buyer shall protect, indemnify, 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 party 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. 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 therefor. Buyer shall not suffer or permit the filing of any liens against the Property and if any liens are filed, Buyer shall promptly cause them to be released or otherwise eliminated from being a lien upon the Property. 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 all 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. 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. 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', paraprofessional's 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. 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. Buyer hereby specifically releases Seller 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 or threatened litigation or claims by third parties or governmental entities respecting the Property except for the Pending Litigation.

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

4.1. Purchase Price. The purchase price ("**Purchase Price**") of the Property shall be ________________________________ AND ____ /100 DOLLARS ($__________.____) subject only to prorations and adjustments herein provided. The Purchase Price will be calculated in accordance with Section 6.4 of the Club Plan.

4.2. Payment of Purchase Price. The Purchase Price shall be paid, all cash at closing, as follows:

4.2.1. 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 give Seller written notice, on or before the Feasibility Date, that 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, then either party may terminate this Agreement by written notice to the other and the terms of Section 3.2 regarding termination shall apply.

4.3. Closing Adjustments and Prorations. Except as otherwise provided in this Section, all adjustments and prorations to the Purchase Price payable at Closing shall be computed as of 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:

4.3.1. 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 total amount of taxes for the year of Closing if the amount of those taxes is known at the time of Closing; if the 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. If any tax prorations shall be based upon the amount of taxes for the year preceding the year of Closing, such taxes, at the request of any party hereto, shall be reprorated and adjusted between the parties, on the basis of the November payment, forthwith after the tax bills for the year of Closing are received. 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.

4.3.2. Club Dues. All Club Dues and any other amounts due to Seller as dues arising out of the Club Plan shall be prorated as of the Prorations Date. Buyer shall receive a credit at Closing against the Purchase Price for any Club Dues paid to Seller as of the Prorations Date but applicable to any period after the Prorations Date. By way of example, pre-paid Club Dues received by Seller prior to Closing for periods after the Closing shall be credited to Buyer. Upon collection by Buyer of any Club Dues relating to the period prior to the Prorations Date, Buyer shall promptly deliver such amounts to Seller, and it shall be conclusively deemed that any amounts received after Closing by Buyer from any Owner (as defined in the Club Plan) whose account was not current on the Closing Date shall be applied first to satisfy amounts attributable to Seller for periods prior to the Proration Date and then to amounts due to Buyer. By way of example, if the Closing occurs mid-month, and Buyer receives a payment of Club Dues for such month after Closing, Buyer shall prorate the payment and remit to Seller the portion of the payment due to Seller under this Agreement. Buyer shall not change collection counsel with respect to any collection matters pending on the Prorations Date. The current pending collections matters are listed on **Exhibit H** attached hereto and made a part hereof. Buyer acknowledges that Seller has prepaid certain legal fees and Seller shall be entitled to reimbursement of such amounts advanced to the extent they are collected by legal counsel from and after Closing.

4.3.3. Payables. All of Seller's accounts payable incurred in the ordinary course of business in connection with the ownership and operation of the Property including amounts payable to vendors and other trade payables as of the Prorations Date, are herein called the "**Payables**." Seller agrees that between the Effective Date and the Closing Date all Payables shall be paid and discharged in the ordinary course of business. Any Payables that would have been paid by Seller in ordinary course of business not paid on or before the Prorations Date and not discovered until after the Closing Date shall be paid by Seller at such time as they are discovered, provided such are discovered within one hundred and eighty (180) days of the Closing Date.

4.3.4. Revenues. All revenue generated from periods prior to the Closing Date shall be attributable to Seller. If payment for any such items received by Buyer after Closing, Buyer shall promptly remit such amounts to Seller (it being understood that any amounts owed by third parties shall be applied first towards amounts owed for periods prior to the Closing Date and last towards amounts owned for periods subsequent to the Closing Date).

4.3.5. Cash. There are no separate operating accounts and no reserves to be transferred respecting the Club.

4.3.6. Fuel and Utilities. Fuel, water charges and other utilities upon the Property, if any, 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.

4.3.7. Contracts; Leases. All prepayments made 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.

4.3.8. Inventory and Supplies. The cost of all inventory and supplies on hand as of the Proration Date shall be credited to Seller.

4.3.9. 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.

4.3.10. Reprorations and Post-Closing Adjustments. 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.

4.3.11. Intent of Prorations Provisions. The intent of the prorations and adjustments provided for herein is that Seller shall bear all expenses of operation of the Property and shall receive all income therefrom accruing through the Prorations Date, and Buyer shall bear all such expenses and receive all such income accruing thereafter.

4.4. Costs and Expenses. All Closing costs and expenses including, but not limited to, the cost of recording the Special Warranty Deed, documentary stamp taxes and surtax on the Special Warranty Deed, and the title insurance premium for the owner's title insurance policy to be provided by Title Agent and issued to Buyer after Closing, shall be paid by Buyer. Buyer shall also pay for the cost of any survey obtained by Buyer. Attorneys' fees, 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 a form Title Commitment prepared by Seller's counsel and 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. Buyer shall review the Title Commitment to determine whether title is free and clear of liens, encumbrances, and objections other than 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 parties in possession and 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. Easements for public utilities and drainage;

5.1.4. Any matters reflected on the plats of the Land;

5.1.5. Any other matters of record that do not render title unmarketable;

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

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

5.1.8. Any matters created by or against Buyer.

5.2. Review of Evidence of Title.

5.2.1. Buyer shall have seven (7) days from the later of (i) the Effective Date or (ii) the date which Seller's counsel delivers to Buyer the Title Commitment 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 any mortgages in a liquidated amount voluntarily placed on the Property by Seller or by Seller's predecessors in title. If Seller shall be unable or otherwise refuses to remove or discharge such other liens, encumbrances or exception 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 three (3) Business Days after the first to occur of (a) receipt of Seller's written notice that Seller is unable 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 three (3) 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.

5.3. Survey. Prior to the Feasibility Date, 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, the Title Company, and Title Company's agent. If any encroachments not acceptable to Buyer are shown, Buyer may give written notice of objection to Seller prior to the Feasibility Date, 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 (a) any matters which constitute Acceptable Encumbrances; or (b) any public utility facilities or equipment located on the Land regardless of whether or not an easement for such facilities or equipment has been granted or recorded in the Public Records (and Buyer acknowledges that it is likely that such facilities and equipment do in fact exist on the Land); or (c) any matters reflected on any existing survey delivered by Seller to Buyer on or before the tenth (10^{th}) day after the Effective Date. 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 Feasibility Date, all encroachments and other matters of survey shall be deemed approved by Buyer and shall constitute Acceptable Encumbrances.

5.4. Title Update. Seller shall cause the Title Company to update the Title Commitment, to a date not earlier than seven (7) days prior to the Closing Date. 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 three (3) 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, 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. Closing Date; Place. The Closing shall occur on or before 60 days from Club Owner's receipt of the Option Notice pursuant to Section 6.4 of the Club Plan ("**Closing Date**"). Closing shall take place at 10:00 A.M. in the offices of Seller's counsel.

6.2. Seller's Deliveries. At Closing, Seller shall deliver or cause to be delivered to Buyer the following instruments (in addition to any other instruments contemplated by this Agreement):

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

6.2.2. Affidavit in the form of **Exhibit C** hereto;

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

6.2.4. Assignment and Assumption Agreement in the form of **Exhibit E** hereto;

6.2.5. Buyer-Seller Closing Statement;

6.2.6. 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;

6.2.7. Any instruments required by Section 9 of this Agreement.

6.3. Buyer's Deliveries. At Closing Buyer shall deliver or cause to be delivered to Seller the following instruments (in addition to any other instruments required by the terms of this Agreement):

6.3.1. Assignment and Assumption Agreement, in the form of **Exhibit E** hereto;

6.3.2. Buyer-Seller Closing Statement;

6.3.3. Certificate of Good Standing from the Secretary of State of Buyer's organization;

6.3.4. Incumbency Certificate 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;

6.3.5. A general release, in the form of **Exhibit F** hereto, in favor of Seller; and

6.3.6. Any instruments required by Section 9 of this Agreement.

6.4. Possession. Possession of the Property shall be surrendered at the Closing.

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. Seller will include the provisions indicated in the Special Warranty Deed by which Seller conveys the Land to Buyer (in which case Buyer shall be required to execute the Special Warranty Deed to confirm Buyer's agreement to such provisions) or in a separate instrument to be executed by Buyer and Seller on or before Closing and recorded in the Public Records of the County.

7.1. Club Plan. Buyer recognizes that the Land is subject to the Club Plan and to the 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 the Club Plan after Closing.

7.2. Employees. Seller will terminate the employment of all service personnel of Seller performing services at the Club ("**Employees**") effective as of the Closing Date other than those Employees that Seller intends to offer alternate employment at other locations. Seller will be responsible for payment of all accrued, unpaid wages, salaries, benefits, vacation and other income items due to the Employees as of the Closing Date and all taxes and other amounts due from Seller in respect thereof. Subsequent to the Feasibility Date, Buyer and Seller shall agree upon a method to advise Employees of the pending sale and to notify them that their continued employment shall be discretionary with Buyer (except Employees that remain employed by Seller shall not receive such notice); provided, however, Buyer may interview each Employee and consider the possibility of hiring such Employee from and after Closing Date.

7.3. Use of Name. Due to the integrated nature of Verano and the product within Verano, Buyer may use the Verano name and logo with respect to the Club for general and typical Club purposes (*e.g.*, aerobic classes), but not for commercial use not related to the Club without prior written consent of Seller, which may be granted or withheld in Seller's sole and absolute discretion, and, if given, may be subject to such terms and conditions as Seller shall deem appropriate. By way of example, if Buyer elects to allow catered events or concessions within the Club, the name and logo may be used as such activities are part of typical Club activities without Seller's consent. Seller grants (but without warranty or representation) to Buyer the right to identify the Club by reference to its location "at Verano" and for 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 Buyer's successors in title to the Land 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 Verano, which interest must be established by Seller, violation or attempted violation by Buyer of any provision contained in 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 at pre-trial and at all levels of proceedings, including appeals. 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.

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 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. Seller's Warranties and Representations. Seller warrants and represents 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 limited liability company duly organized and in good standing under the laws of the State of Florida; (c) subject to Section 14.14 hereof, all requisite company action necessary to authorize Seller to enter into this Agreement and to carry out Seller's obligations has been obtained; and (d) this Agreement has been duly authorized, executed and delivered by Seller.

9.3. Survival. The provisions of this Section 9 shall survive the Closing.

10. Assignment. The nature of Buyer's composition as a not-for-profit entity all of the members of which are residents of Verano 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; 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 option selected by Buyer shall be Buyer's sole and exclusive remedy, and in no event shall Buyer be entitled to any damages.

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.

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, Buyer agrees to indemnify 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. 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. If before Closing, there shall occur:

14.1.1. 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

14.1.2. 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 Section 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. 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 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. This Agreement may be executed in two or more counterparts, a complete set of which shall be deemed an original, but a complete set of which will constitute the same agreement.

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.

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 telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier machine; 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:

Club Verano LLC
1601 Forum Place
Suite 805
West Palm Beach, FL 33401
ATTN: ________________

WITH A COPY TO: Dean Mead Minton & Zwemer
1903 S. 25th Street, Suite 200
Fort Pierce, Florida 34947
Attn: Dennis G. Corrick, Esq.
Phone no.: (772) 464-7700
Facsimile no.: (772) 464-7877

TO BUYER: Verano Property Owners Association, Inc.

____
____
____
Attention:____________
Phone no.:____________
Facsimile no.: ____________

WITH A COPY TO: ____________
____
____
Attention:____________
Phone no.:____________
Facsimile no.: ____________

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. Limitation on Liability. 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 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. Confidentiality.

14.15.1. 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 (iii) 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 to, or discuss any of the Confidential Information with, any third person other than Buyer's counsel, consultants and advisors, the board of directors of Buyer, the homeowners within Verano and any potential Lender.

14.15.2. 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 Verano at membership meetings or otherwise.

14.15.3. The provisions of Section 14.15 shall survive the Closing and any termination of this Agreement.

14.16. Attorneys Fees. In the event of any litigation between the parties 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.

14.17. 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.

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

WITNESSES:	SELLER:
	CLUB VERANO LLC, a Florida limited liability company
______________________________ Print Name______________________	By:______________________________ Name:____________________________ Title:_____________________________ Date:______________, 20___
______________________________ Print Name______________________	
	BUYER:
	VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation
______________________________ Print Name______________________	By:______________________________ Name:____________________________ Title:_____________________________ Date:______________, 20___
______________________________ Print Name______________________	

EXHIBIT A

Legal Description of Land

<u>EXHIBIT B</u>

This Instrument Prepared by:

Dennis G. Corrick, Esq.
DEAN MEAD MINTON & ZWEMER
1903 S. 25th Street, Suite 200
Fort Pierce, Florida 34947

Grantee's Tax Identification No.:

Property Appraiser's Folio No.:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "<u>Deed</u>") is made as of the __ day of ______, 20____, from CLUB VERANO LLC, a Florida limited liability company ("<u>Grantor</u>"), having a mailing address of 1601 Forum Place, Suite 805, West Palm Beach, FL 33401, to VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, the mailing address of which is ________________________________(the "<u>Grantee</u>").

<u>WITNESSETH:</u>

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 and sufficiency 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 "<u>Property</u>") located and situate in the County of St. Lucie and State of Florida, to wit:

[LEGAL DESCRIPTION]

The Property is conveyed subject to the following:

[NOTE: **The "subject to" items and matters, which shall be listed in the Special Warranty Deed actually delivered if a closing occurs, shall be those comprising the Acceptable Encumbrances (as defined in Section 5 of the Agreement for Sale and Purchase of Property) and those permitted to be shown as set forth in Section 5 of the Agreement for Sale and Purchase.**]

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

Grantee, by acceptance of this Special Warranty Deed, automatically agrees for itself, and its successors and assigns, to observe and to be bound by all of the terms and conditions set forth in the [identify section that lists Acceptable Encumbrances] and all future amendments thereto applicable to the Property.

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

WITNESSES:

SELLER:

CLUB VERANO LLC,
a Florida limited liability company

____
Print Name____________________________

By:______________________________
Name:____________________________
Title:_____________________________

____
Print Name____________________________

{SEAL}

STATE OF FLORIDA
COUNTY OF ________

The foregoing instrument was acknowledged before me this ___ day of _________, 20___, by ______________ as Manager of CLUB VERANO LLC, a Florida limited liability company, who is personally known to me or who produced ________________________________ as identification on behalf of the company.

____
Print Name: _____________________
Notary Public - State of Florida
Commission No. _________________
My Commission Expires: __________

EXHIBIT C

SELLER'S AFFIDAVIT

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

Affiant is the ________________ of CLUB VERANO 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 in fee simple of those premises legally described as follows (the "**Property**"):

[LEGAL DESCRIPTION]

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.

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 20__ and subsequent years, which are not yet due and payable and (ii) easements, restrictions, or other title matters of record, or listed in the schedule of exceptions in the title insurance policy to insure the fee simple title to the Property to be received by Buyer in this transaction pursuant to the title commitment issued in this transaction. 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, materialmen's, 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 appraiser's office or bill for back assessments from tax collector.

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.

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 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.

10. There are no existing contracts for sale affecting the Property except for the contract between Seller and Buyer.

11. Seller has received no warning, notices, notice of violation, administrative complaints, judicial complaints or other formal 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 VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**") to purchase the Property, (ii) for the purpose of inducing ____________________ as agent for ____________________ 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.

FURTHER AFFIANT SAYETH NAUGHT.

By: ______________________________
________________ as member of CLUB VERANO LLC, a Florida limited liability company

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF _________

The foregoing instrument was sworn to and subscribed to before me this ______ day of _________, 20____, by ________________________ as member of CLUB VERANO LLC, a Florida limited liability company, who is personally known to me or who produced ________________________________ as identification, on behalf of the company.

____
Print Name: ____________________
Notary Public - State of Florida
Commission No. ________________
My Commission Expires: __________

EXHIBIT D

BILL OF SALE

CLUB VERANO 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 VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**") the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the such Buyer all of the personal property, now existing, owned by Seller as set forth in attached **Exhibit A** and located on the property described on **Exhibit B**.

To HAVE AND TO HOLD the same unto such 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 such goods and chattels; that they are free from all liens and/or encumbrances; and Seller will warrant and defend the title of such goods and chattels 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" basis.

IN WITNESS WHEREOF, Seller has hereunto set its hand and seal effective as of the _______ day of ___________, 20____.

WITNESSES:

____
Print Name_____________________________

____
Print Name_____________________________

SELLER:

CLUB VERANO LLC,
a Florida limited liability company

By:_______________________________
Name:_____________________________
Title:_____________________________

{SEAL}

STATE OF FLORIDA
COUNTY OF _________

The foregoing instrument was acknowledged before me this ____ day of _______, 20___ by _____________ as member of CLUB VERANO LLC, a Florida limited liability company, who is personally known to me or who produced ______________________________ as identification, on behalf of the company.

____
Print Name: ____________________
Notary Public - State of Florida
Commission No. _________________
My Commission Expires: __________

EXHIBIT A

Inventory

Club Inventory List:

Outside:

Inside:

EXHIBIT B

Legal Description of Land

Exhibit E

This Instrument Prepared by:

Dennis G. Corrick, Esq.
DEAN MEAD MINTON & ZWEMER
1903 S. 25th Street, Suite 200
Fort Pierce, Florida 34947

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Agreement**") is executed by and between CLUB VERANO LLC, a Florida limited liability company ("**Seller**"), and VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Buyer**").

RECITALS:

A. Pursuant to the Agreement for Sale and Purchase of Property, executed by Seller and Buyer as of the ____ day of _________, 20___ ("**Purchase Agreement**"), Seller shall assign and Buyer shall assume those items of Personal Property and the Club Plan (as defined in the Purchase Agreement).

B. The Personal Property includes those service and equipment contracts (the "**Contracts**") set forth in **Exhibit A** attached hereto.

C. Seller is the owner of the following described real property located in St. Lucie County, Florida ("**Property**"):

[LEGAL DESCRIPTION]

NOW THEREFORE, Seller and Buyer 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 all of its right, title and interest in the Property including, without limitation, the Contracts and all of its rights in and under the Club Plan to Buyer, on an "as-is" basis. Seller shall have no further rights with respect to the Property or the Club Plan. By way of example, and not of limitation, from and after this date Buyer shall be Club Owner under the Club Plan and Seller shall have no rights, including lien rights, under the Club Plan. Seller may deliver a copy of this Agreement to any party to a Contract.

3. Assumption. Buyer hereby assumes all of Seller's obligations under and with respect to the Property including, without limitation, the Contracts, and all of the obligations and rights of Seller as Club Owner under the Club Plan.

IN WITNESS WHEREOF, this Agreement is signed and sealed as of the _____ day of _________, 20___.

WITNESSES:

____
Print Name_____________________

____
Print Name_____________________

CLUB VERANO LLC,
a Florida limited liability company

By:_____________________________
Name:___________________________
Title:____________________________

{SEAL}

STATE OF FLORIDA
COUNTY OF _________

The foregoing instrument was acknowledged before me this ____ day of _______, 20___, by ___________________ as member of CLUB VERANO LLC, a Florida limited liability company, who is personally known to me or who produced ___________________ as identification on behalf of the company.

____
Print Name: __________________
Notary Public - State of Florida
Commission No. ______________
My Commission Expires: ___________

WITNESSES:

____
Print Name_____________________

____
Print Name_____________________

VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By:_____________________________
Name:___________________________
Title:____________________________

{SEAL}

STATE OF FLORIDA
COUNTY OF _________

The foregoing instrument was acknowledged before me this _____ day of _______________, 20___, by _______________________ as _________________ of Verano Property Owners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or who produced _______________________________ as identification on behalf of the corporation.

____
Print Name: __________________
Notary Public - State of Florida
Commission No. ______________
My Commission Expires: ___________

EXHIBIT A
Service and Equipment Contracts

EXHIBIT F

This Instrument Prepared By:

Dennis G. Corrick, Esq.
DEAN MEAD MINTON & ZWEMER
1903 S. 25th Street, Suite 200
Fort Pierce, Florida 34947

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Releasor**"), for and in consideration of the sum of TEN DOLLARS ($10.00), and other valuable consideration, received from or on behalf of CLUB VERANO LLC, a Florida limited liability company (the "**Releasee**"), the mailing address of which is 1601 Forum Place, Suite 805, West Palm Beach, FL 33401, the receipt whereof is hereby acknowledged,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the "**Releasee's Affiliates**") of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, regarding (a) the Releasor, the common areas (the "**Common Areas**") within Verano (the "**Community**"), Club Verano (the "**Club**"), more particularly described on **Exhibit A** hereto, or the improvements thereon (collectively, the "**Property**"), or (b) any occurrences, circumstances, and/or documentation (*e.g.*, the Declaration and/or the Club Plan) whatsoever, relating to the Community, the Common Areas, the Club and/or the Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the "**Closing**"), except (i) representations of Releasee in that certain Agreement for Sale and Purchase dated _______________, 20___ between Releasor and Releasee which survive the Closing, (ii) warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing and (iii) personal injury claims respecting the Property, if any, occurring prior to Closing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of ________, 20___.

Signed, sealed and delivered
in the presence of:

WITNESSES:

VERANO PROPERTY OWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

____
Print Name_____________________

By:____________________________
Name:__________________________
Title:_________________________

{SEAL}

____
Print Name_____________________

STATE OF FLORIDA
COUNTY OF _________

The foregoing instrument was acknowledged before me this _____ day of __________, 20___ by ____________________________ as ________________________ of VERANO PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation who [ ] is personally known to me or [ ] has produced ____________________________________ as identification and did not take an oath.

____
Print Name: ___________________
Notary Public - State of Florida
Commission No. ________________
My Commission Expires: ____________

EXHIBIT A

Legal Description of Land

EXHIBIT G

Inventory

EXHIBIT H

Pending Litigation Matters

EXHIBIT F

GOLF COURSE PATHWAY AGREEMENT

CLUB VERANO
GOLF COURSE PATHWAY AGREEMENT
(THIS "AGREEMENT")

1. Definitions. Any capitalized terms not defined in this Agreement shall have the meanings set forth in the Declaration for Verano ("**Declaration**") or the Club Verano Membership Plan ("**Club Plan**").

1.1 Right to Use Golf Course Vehicles. The right to use privately owned golf carts or golf cars (collectively, "**Golf Course Vehicle**") on the Golf Course and Golf Course Pathways is currently permitted by the Club on an annual basis. This privilege is non-transferable and non-assignable and may be terminated at any time by the Club. This privilege is only available to current Verano residents who are Members. The Club must approve the Golf Course Vehicle each year as complying with the appearance and other standards as stated in this Agreement and the Golf Course Vehicle Rules, as the same may be amended from time to time. Only Golf Course Vehicles, which display a current decal, will be allowed access to the Golf Course and Golf Course Pathways. All Golf Course Vehicles must be equipped with a global positioning system ("**GPS**"), which must be approved by the Club. While the Golf Course Vehicle is in use, the GPS must be operational and turned on at all times. Any costs, fees or expenses relating to the GPS shall be borne by the Member who owns such Golf Course Vehicle.

2. Annual Trail Fee. The payment of the annual trail fee of $______ (the "**Trail Fee**") is to be paid in full to the Club at the time this Agreement is submitted. The Trail Fee shall not be prorated, except for the first year Member applies for Golf Course Vehicle privileges. The Trail Fee permits Member to use the Golf Course without payment of the Golf Course Vehicle fees. Trails Fees are for twelve (12) consecutive months beginning November 1 and through October 31. However, all other passengers or guests shall be required to pay the applicable Golf Course Vehicle Fee established by the Club unless they have paid an annual Trail Fee. The Trail Fee is non-refundable and no allowance will be made for non-use of Golf Course Vehicles, including usage restrictions imposed by the Club. THE CLUB DOES NOT ALLOW A MEMBER TO PAY FOR USE OF A GOLF COURSE VEHICLE ON A PER ROUND BASIS.

3. Application and Indemnification. As a Golf Course Vehicle owner, the undersigned hereby makes application to the Club Verano Golf Course Pathway program (the "**Program**"). Upon submitting this Agreement to the Club, the undersigned agrees to abide by all rules and regulations for Golf Course Vehicles as currently described on **Exhibit A** hereto (the "**Golf Course Vehicle Rules**"), and as the Club may amend them from time to time. As a participant in the Program, the undersigned Member further agrees:

3.1 To indemnify and hold Club Manager, Club Owner, and their parent and affiliated companies and their governors, partners, directors, officers, managers, members, employees and agents (collectively, the "**Indemnified Parties**"), harmless as a result of any loss or damage incurred relating to the operation of the Golf Course Vehicle by the undersigned, guests and any other operator, including, without limitation, deductibles, retained limits and any attorneys' and paraprofessional fees that may be incurred including pretrial, trial and upon appeal.

3.2 To be held fully responsible for any and all damages caused by the operation of the Golf Course Vehicle by the undersigned, their guests and any other operator.

3.3 To reimburse the Club for any and all damages the Club may sustain or to reimburse Association for any and all damages any portion of Verano may sustain by reason of operation of the Golf Course Vehicle including, without limitation, damage to other Golf Course Vehicles and any property.

3.4 To maintain during the term of this Agreement liability insurance coverage on the operation of the Golf Course Vehicle with policy limits at least equal to $300,000 personal injury coverage per person, $1,000,000 personal injury coverage per occurrence and $250,000 property damage coverage naming the Indemnified Parties as additional insureds. The undersigned acknowledges that such coverage is presently provided by the insurance company and policy number set forth below. Such insurance coverage shall also provide that at least thirty (30) days prior written notice of cancellation will be provided to the Club. Member may not exercise his or her privileges under this Agreement until Member provides a certificate of insurance to Club Owner complying with these requirements. The undersigned further agrees that he/she will not permit the use or operation of the Golf Course Vehicle by any person or in any manner, which would invalidate such insurance coverage.

3.5 To maintain a membership at the Club in good standing during the term of this Agreement.

3.6 That violations of the Golf Course Vehicle Rules regulating use of Golf Course Vehicle may result in the revocation of Program privileges, playing privileges and/or the suspension or termination of membership privileges at the Club.

4. No Waiver. The failure or delay of the Club at any time to require the undersigned's performance of any provision of this Agreement or the Rules, as the same may be amended from time to time, even if known, will not affect the right of the Club to require the undersigned's performance of that provision or to exercise any right, power or remedy under this Agreement or the Rules, and any waiver by the Club of any breach of any provision of this Agreement or the Rules should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement or the Rules.

5. Non-Transferable/Non-Assignable. The Program privileges are non-transferable and non-assignable.

Signature of Member ______________________________ Date ________________

Member Name ______________________________ Spouse Name ______________________

Membership # ______________________________ Golf Course Vehicle # ______________

Insurance Company ________________________ Policy # ______________________
(Attach proof of insurance)

CLUB VERANO USE ONLY

Date Agreement Received__________________________ Initials__________________

Payment Recorded ______________________________ Initials__________________

Decal Number _________________________________ Initials__________________

Notes____

Exhibit A

Golf Course Vehicle Rules

1. Golf Course Vehicles must be approved by the Club. All new and replacement Golf Course Vehicles must comply with the appearance and other standards as stated in this Agreement and the rules and regulations of the Club as the same may be amended from time to time.

2. Golf Course Vehicle owners must store their Golf Course Vehicles on their own property out of sight in an enclosed garage in accordance with the Verano Property Owners Association, Inc. guidelines.

3. Golf Course Vehicle owners, when playing together, or with a non-cart owner, must abide by the rules of one (1) Golf Course Vehicle for every two (2) players.

4. Any person who is not a Golf Course Vehicle owner and who is riding as the second person in a Golf Course Vehicle must pay the applicable Golf Course Vehicle fee in the Pro Shop before beginning play.

5. The Club will establish, from time to time, the safety specifications that all Golf Course Vehicles must satisfy.

6. The Club has no responsibility for the storage, service or repair of Golf Course Vehicles.

7. Golf Course Vehicles cannot be loaned or used by anyone other than Member on the Club Facilities.

8. Golf Course Vehicles must also be operated in accordance with additional rules and regulations established by the Club from time to time for Golf Course Vehicles provided by the Club.

9. Each year a Member with a Golf Course Vehicle shall be required to provide the Club with proof that the operation of the Golf Course Vehicle is covered by a liability insurance policy of Member with policy limits established by the Club and shall require that such policy provide that it can only be cancelled upon thirty (30) days prior written notice to the Club. The Golf Course Vehicle owner must also name the Indemnified Parties (as defined in the Agreement) as additional insureds.

10. Members using a Golf Course Vehicle will be fully responsible for any and all damage caused by the use or misuse of the Golf Course Vehicle by anyone operating it or otherwise, and Members shall, if applicable, reimburse the Club, and shall indemnify and hold harmless the Indemnified Parties for any and all damage the Club may sustain by reason of use or misuse including, without limitation, damage to other Golf Course Vehicles and any other property.

11. An identification number and a yearly decal will be issued for the Golf Course Vehicle when the Agreement, proof of liability insurance, and the annual Trail Fee are received, and the Club has completed a safety inspection. The identification number and yearly decal should be placed on the Golf Course Vehicle in clear view.

12. Members with Golf Course Vehicles must check in at the Pro Shop prior to beginning play. Cart traffic on the Golf Course is restricted to eighteen (18) hole rounds of play, and all rounds must start on hole #1, unless instructed by the Pro Shop to start on any other hole.

13. A maximum of two (2) riders and two (2) golf bags per Golf Course Vehicle is allowed.

14. When a Golf Course Vehicle is no longer used in the Program, all stickers and decals must be removed. Golf Course Vehicles without a trail fee decal will not be allowed access to the Golf Course or Golf Course Pathways.

15. All players operating Golf Course Vehicles are required to be licensed and insured with a valid motor vehicle license.

16. Golf Course Vehicles shall be driven on the Golf Course and Golf Course Pathways only when such facilities or paths are open for play or use as established by the Club.

17. Violations of these rules and regulations and the Rules may result in the revocation of Program privileges, playing privileges and/or the suspension or termination of membership privileges at the Club without reimbursement of any prior paid sums.

EXHIBIT G

PGA CLUB USAGE AGREEMENT

PGA CLUB USAGE AGREEMENT

THIS PGA CLUB USAGE AGREEMENT ("Agreement") is made and entered into as of this 24th day of May 2010, by and between Club Verano, LLC, a Florida limited liability company ("Club Owner") and PGA Golf Properties, Inc., a Florida corporation ("PGA").

STATEMENT OF BACKGROUND

WHEREAS, Club Owner is the owner of a club ("Club Verano") to be located within PGA Village Verano, a community described on Exhibit A attached hereto and made a part hereof ("Verano"); and

WHEREAS, membership in Club Verano is governed by the Club Verano Membership Plan dated April 23, 2007, and recorded in Official Records Book 2803, Page 829, Public Records of St. Lucie County, Florida, as amended and restated in its entirety by that certain Amended and Restated Club Verano Membership Plan dated January 4, 2008, and recorded in Official Record Book 2946, Pages 2447-2546, Public Records of St. Lucie County, and as further amended and restated by that certain Second Amendment and Restated Membership Plan of even date herewith ("Club Plan"); and

WHEREAS, PGA is the owner of certain amenities located in close proximity to Verano which are described on Exhibit B attached hereto (collectively the "PGA Amenities"); and

WHEREAS, PGA and Club Owner wish to enter into an agreement providing for access to the PGA Amenities for the Members (as defined in the Club Plan) of Club Verano; and

WHEREAS, in consideration of payments by Verano Development, LLC, PGA has agreed to grant to Club Owner a non-exclusive license for access and use of the PGA Amenities, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), the mutual covenants, conditions and promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. USE OF AND ACCESS TO PGA AMENITIES. PGA hereby grants to Club Owner a non-exclusive license for access to and use of the PGA Amenities, subject to all terms and conditions of this Agreement, subject to and subordinate to all mortgages existing of record as of the date of this Agreement and such other and further mortgages as PGA or the owner of the PGA Amenities may enter into subsequent to the date of this Agreement, and subject to such

other rights, easements and licenses as other persons may have in and to the PGA Amenities as of the date of this Agreement or hereafter, in order to permit Club Owner to provide for access and use of the PGA Amenities by the Members of Club Verano. All Members utilizing the PGA Amenities shall be subject to the rules and codes of conduct for the PGA Amenities, as established from time to time by PGA, including dress codes, rules of play, and rules for the operation of the golf course and associated facilities, including rules and regulations of all PGA approved membership categories and applicable membership agreements, as may be modified from time to time by PGA, and are attached hereto in its current form as Exhibit E.

2. MEMBERSHIP. In consideration of certain payments by Verano Development, LLC, Residents (as defined in Exhibit C attached hereto) shall have (i) the right to join the PGA Members Club, provided they pay all associated fees and dues and complete the associated application and approval process as may be required by PGA at the time of application, and (ii) the right to receive the PGA Village Verano Residence Club card with the associated privileges outlined on Exhibit C attached hereto and made a part hereof, provided all Amenity Fees and Usage Fees, as addressed in Section 3 are paid to PGA.

3. AMENITY FEES AND USAGE FEES. As consideration for the use rights provided under this Agreement:

(a) Club Owner shall pay an amenity fee ("Amenity Fees") to PGA for each Resident-occupied residential Home (as defined in Exhibit C attached hereto). The total Amenity Fees shall be calculated by the Club Owner and payable on quarterly basis, in arrears, to PGA in accordance with the schedule set forth on Exhibit D attached hereto.

(b) Each Resident shall pay (i) all usage fees for the PGA Amenities, as established by PGA from time to time (subject to the applicable Verano Residence Club Discounts set forth on Exhibit C; and (ii) upon the sale by a Resident of any residential unit in Verano (each a "Residential Unit") during the Term of this Agreement, the sum of Five Hundred dollars ($500.00) shall be paid to PGA at the closing of the sale of such Residential Unit as a transfer fee for the usage rights provided in this Agreement. The transfer fee in Section 3(b)(ii) above shall not apply to the initial sale of any Residential Unit by the "Developer" (as defined in the Club Plan), or any homebuilding affiliate of the Developer.

4. TERM. The term of this Agreement and all of the licenses granted hereunder shall expire upon the earlier of (i) December 31, 2054, or (ii) the date of termination of that certain Verano Licensing Agreement dated as of December 14, 2009 by and between PGA and Verano Development, LLC, a Delaware limited liability company ("Verano Licensing Agreement"). This Agreement shall automatically terminate upon the termination of the Verano Licensing Agreement unless Club Owner and PGA agree in writing to extend the Term of this Agreement.

5. RESERVATION OF RIGHTS BY PGA. Nothing in this Agreement shall be construed so as to prohibit PGA in its sole discretion, from closing any or all of the PGA Amenities for maintenance, restoration, renovation or reconstruction in accordance with sound business or golf course management practices, or to establish such hours of operation of the PGA Amenities as PGA shall determine to be reasonable. Further, PGA shall have the sole right and discretion to schedule tournaments or other special events at the PGA Amenities. All reservations of golf tee times under this Agreement shall be subject to weather conditions, and

availability, on a non-exclusive, first reservation basis.

6. ASSIGNMENT. This Agreement and any rights herein granted are personal to the parties hereto and shall not be assigned, sublicensed, encumbered or otherwise transferred by either party without the prior written consent of the other party, which either party may either grant or withhold in its sole discretion, and any attempted assignment, sublicense, encumbrance or other transfer, whether voluntary or by operation of law, shall be void and of no force and effect. The preceding notwithstanding, PGA may assign this Agreement to its parent corporation or any subsidiary, sub-subsidiary or affiliate entity thereof.

7. DISPUTES. In the event of any dispute, claim or controversy (a "Dispute") arising under this Agreement or any related agreements or documents and not otherwise resolved in the ordinary course of business, including but not limited to any claim based on or arising from an alleged tort, or an alleged default by either party, the following procedures shall apply:

(a) Any party may give the other party written notice of the Dispute, and the party receiving such notice shall have fifteen (15) days following receipt of such notice within which to send a written response to such notice. The notice and response given under this Agreement shall include: (i) a statement of each party's position; (ii) a summary of the arguments supporting the noticing or responding party's position, as the case may be; and (iii) the name and title of the executive familiar with this Agreement and the Dispute who will represent that party.

(b) Within fifteen (15) days of transmittal of the written response required under this Agreement, the executives identified in the notice and response shall meet at least once and shall seek in good faith to resolve the Dispute at such initial meeting or during the subsequent fifteen (15) day period following such initial meeting.

(c) If the Dispute remains unresolved after such fifteen (15) day period, a representative of PGA and a representative of Club Owner shall, during the subsequent fifteen (15) days, meet at least once and shall seek in good faith to resolve the Dispute during the subsequent fifteen (15) day period following such initial meeting.

(d) Any Dispute that remains unresolved following the negotiations between PGA and Club Owner required pursuant to this Agreement shall be submitted to mediation in Palm Beach County, Florida in an effort to resolve the issue prior to litigation remedies.

(i) In the event that mediation is unsuccessful and litigation is filed, then the litigation shall be filed and adjudicated in Palm Beach County, Florida or the District Court of the United States Southern District of Florida.

(ii) Nothing in this Agreement shall be deemed to (i) limit the applicability of any otherwise applicable statutes of limitation or any waivers contained in this Agreement; or (ii) limit either party's right to obtain from a court provisional or ancillary remedies before, during or after the pendency of any mediation proceedings. Such action for remedies shall not constitute a waiver of the right of any party, including the claimant in any such action, to arbitrate the merits of the controversy or claim occasioning resort to such remedies.

(e) All reasonable requests by a party for non-privileged information relevant to the Dispute shall be honored by the other in a reasonably prompt manner. All notices, responses and negotiations pursuant to this Agreement shall remain confidential and shall be treated as compromise and settlement discussions for purposes of the applicable rules of evidence.

8. THIRD PARTIES. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement. Nothing in this Agreement is intended to confer any rights or remedies under or by reason of the Verano Licensing Agreement on any persons other than the parties thereto and their respective legal representatives, successors and permitted assigns.

9. GOVERNING LAW. This Agreement shall be governed and construed and the legal relations shall be determined in accordance with the laws of the State of Florida, United States of America.

10. ENFORCEMENT COSTS. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings) incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.

11. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall exclusively be brought in the courts of record of the State of Florida in Palm Beach County or the District Court of the United States Southern District of Florida; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (d) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state,

12. BINDING EFFECT. Subject to the provisions of this Agreement governing assignment, the Agreement shall be binding upon and inure to the benefit of the successors of the parties hereto.

13. SEVERANCE. If any term, covenant, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement or application of such term or provision to any

person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, or provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law. To the extent reasonably practicable, the parties agree to use best efforts to amend this Agreement to include a new provision that is as similar to the fullest extent permitted by law to the provision held invalid or unenforceable in terms of substance, intent and effect.

14. NOTICE. Notice by either party is deemed given when mailed, postage paid, certified or registered, return receipt requested, addressed to the other party at the address appearing below:

PGA:	**PGA GOLF PROPERTIES INC.** 100 Avenue of the Champions Palm Beach Gardens, Florida 33410 Attention: Chief Executive Officer
CLUB OWNER:	**CLUB VERANO, LLC.** c/o Kolter Communities 701 South Olive Avenue, Suite 104 West Palm Beach, Florida 33401 Attention: President

Either party may, by written notice to the other, change the address to which any such communications shall be sent. After notice of such change has been received, any communications shall be sent directly to such party at such changed address.

15. MODIFICATION. Unless otherwise discussed herein or in the Verano Licensing Agreement, no modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

16. NO PRIOR AGREEMENTS. This Agreement shall be deemed to supersede all prior agreements between the parties in respect to the subject matter addressed in this Agreement.

17. ENTIRE AGREEMENT. This Agreement (and the exhibits hereto) embodies the whole agreement of the parties with respect to the subject matter hereof and there are no promises, terms, conditions, or obligations with respect to the subject matter hereof other than those herein contained.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, and all of these counterparts together shall constitute one and the same Agreement.

19. RECORD NOTICE. This Agreement and a record notice thereof shall be recorded in the Public Records of St. Lucie County Florida. Upon any termination of this Agreement each party agrees to execute a recordable termination of this Agreement and of any record notice. Unless and until the Association acquires the Club (as contemplated by the Option provided in Section 6.4 of the Club Plan), the Club Owner shall collect and remit the transfer fees set forth in Section 3(b)(ii) above and shall provide any estoppel statements or releases required by any title company with respect to the resale of any Residential Unit. However, commencing as of the date that the Association acquires the Club, if and when such

occurs, then PGA shall directly collect the transfer fees set forth in Section 3(b)(ii) above and shall provide any estoppel statements or releases required by any title company with respect to the resale of any Residential Unit.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CLUB VERANO, LLC

By: ______________________ Date: May 24, 2010
John Csapo
Manager

PGA GOLF PROPERTIES, INC.

By: ______________________ Date: May 24, 2010
Joe Steranka
Chief Executive Officer

Form Approved by Professional Golfers' Association of America Law Department

By: ______________________ Date: May 24, 2010

Form Approved
PGA OF AMERICA
Law Department
cms

WPB 1064421.3