

*Reunion East Community
Development District*

Agenda

December 8, 2016

AGENDA

Reunion East

Community Development District

135 W. Central Blvd., Suite 320, Orlando FL, 32801
Phone: 407-841-5524 – Fax: 407-839-1526

December 1, 2016

Board of Supervisors
Reunion East Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Reunion East Community Development District will be held **Thursday, December 8, 2016 at 2:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, FL.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Election of Officers
 - B. Consideration of Resolution 2017-02 Electing Officers
4. Approval of the Minutes of the November 10, 2016 Meeting
5. Discussion of Extension to Management Services Agreement (MSA)
6. Discussion of Heritage Crossing Community Center Lease Agreement
7. Staff Reports
 - A. Attorney
 - i. Status of Unexchanged 2002A and 2005 Bonds Assessments
 - B. Engineer
 - C. District Manager's Report
 - i. Action Items List
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
 - iv. Status of Direct Bill Assessments
8. Other Business
9. Supervisor's Requests
10. Next Meeting Date
11. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is Organizational Matters. Section A is the election of officers and Section B is the consideration of Resolution 2017-02 electing officers. A copy of the Resolution is enclosed for your review.

The fourth order of business is the approval of the minutes of the November 10, 2016 meeting. The minutes are enclosed for your review.

The fifth order of business is the discussion of the extension to the Management Services Agreement (MSA) with Reunion Club of Orlando, LLC. A copy of the updated version of the agreement is enclosed for your review.

The sixth order of business is the discussion of the Heritage Crossing Community Center Lease Agreement. This is an open discussion item. A copy of the current agreement is enclosed for your review.

The seventh order of business is Staff Reports. Section 1 of the Attorney's Report is the status of the unexchanged 2002A and 2005 bonds assessments. This is an open discussion item and no back-up material is available. Section 1 of the District Manager's Report is the presentation and discussion of the action items list. A copy of the list is enclosed for your review. Section 2 is the approval of the check register and Section 3 includes the balance sheet and income statement for your review. Section 4 is the discussion of the status of the direct bill assessment collections. A table with the direct bill information is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

George S. Flint
District Manager

Cc: Jan Carpenter, District Counsel
Steve Boyd, District Engineer

Enclosures

SECTION III

B

RESOLUTION 2017-02

A RESOLUTION ELECTING OFFICERS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

WHEREAS, the Board of Supervisors of the **Reunion East Community Development District** at a regular business meeting held on **December 8, 2016** desires to elect the below recited persons to the offices specified.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT:

1. The following persons were elected to the offices shown, to wit:

| | |
|-------|---------------------|
| _____ | Chairman |
| _____ | Vice Chairman |
| _____ | Treasurer |
| _____ | Assistant Treasurer |
| _____ | Secretary |
| _____ | Assistant Secretary |
| _____ | Assistant Secretary |
| _____ | Assistant Secretary |
| _____ | Assistant Secretary |

PASSED AND ADOPTED THIS 8TH DAY OF DECEMBER, 2016.

Chairman / Vice Chairman

Secretary / Assistant Secretary

—7—

MINUTES OF MEETING
REUNION EAST
COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Reunion East Community Development District was held on Thursday, November 10, 2016 at 2:00 p.m. at the Heritage Crossing Community Center, 7715 Heritage Crossing Way, Reunion, Florida.

Present and constituting a quorum:

| | |
|-----------------|---------------------|
| John Chiste | Chairman |
| Carlton Grant | Vice Chairman |
| Mark Greenstein | Assistant Secretary |
| Bryan Arnold | Assistant Secretary |
| Don Harding | Assistant Secretary |

Also present:

| | |
|-----------------|--------------------------|
| George Flint | District Manager |
| Andrew d'Adesky | District Counsel |
| Steve Boyd | District Engineer |
| Alan Scheerer | Field Manager |
| Daniel Baker | ACP Communities |
| Mike Eckert | Trustee Counsel by phone |
| Vivek Babbar | Straley & Robin |
| Rob Stulz | Yellowstone Landscape |
| Jim Bagley | Bagley Langan by phone |

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order, and roll call was taken.

SECOND ORDER OF BUSINESS

Public Comment Period

There not being any, the next item as followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the October 13, 2016 Meeting

Mr. Flint: Are there any additions, deletions, or corrections to the minutes?

On MOTION by Mr. Harding, seconded by Mr. Chiste, with all in favor, the Minutes of the October 13, 2016 Board of Supervisor's Meeting were approved.

FOURTH ORDER OF BUSINESS

Discussion of Extension to Management Services Agreement (MSA)

Mr. Flint: At the last meeting we had the discussion of the Management Services Agreement between the District and the Resort. The Board delegated authority to Mr. Harding to meet with representatives of the Resort to discuss some of the issues of concern that he had and some of the changes that he would like to see in that agreement. I believe they had a phone call on Tuesday.

Mr. Harding: Daniel Baker and I met and we went through some of the concerns that I had. We agreed on what some of the minor changes might be and most of it has to do with more specifics about Management responsibilities on a 24/7 basis. I've talked to Andrew and he has looked at the changes as well and we are going to incorporate that into the language and come back in the December meeting to present it and hopefully approve it.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Status of the Unexchanged 2002A and Bonds Assessments

Mr. d'Adesky: Just to be clear with everyone on the status, last week we received a letter regarding the Trustee's Counsel on the parcels. I suggest that you do not take any action because we have to review all of the documents. We would anticipate having a meeting in the interim between now and the next Board meeting between the parties.

Mr. Chiste: Are you indicating between now and the next CDD meeting that there will be a meeting with the three parties?

Mr. d'Adesky: We hope so and I think that would be helpful.

Mr. Chiste: Is there any scheduled?

Mr. d'Adesky: Not at this time but hopefully we can get one scheduled within the next month.

B. Engineer

Mr. Flint: We did get the results of the Traffic Warrant Study and that was just received by my office late last night.

Mr. Boyd: They performed a Signal Warrant Study by doing counts in October. There is a bunch of technical language in here on how the warrants work but the bottom line is there are several warrants that can't be met. Warrant #1 has been met, which is a criteria related to 8-hour vehicular volume and condition B interruption of continuous traffic on a minor road that was met. Warrant #2 pertained to four-hour vehicular volume and those two warrants were met. The recommendation is for a signal to be installed because these warrants have been met and this would be acceptable to the County to justify a signal as well.

Mr. Flint: There was discussion that there was possibility that the poles have been purchased by the developer at some point. Is there in any success in locating that?

Mr. Boyd: I haven't had any success locating the mast arms but the vertical elements are there.

Mr. Chiste: Will the County fund this?

Mr. Boyd: It does not require the County to install the signal.

Mr. Chiste: Now that the warrants are met can we go to the County from a funding perspective?

Mr. Boyd: We can have those conversations again. Our initial conversation with them there was no commitment but the first step was to obviously get the Warrant Study done. At this point we will share this information with the County and then we can reengage the County Funding Project or Shared Funding. The minimal cost is probably \$150,000.

Mr. Chiste: Is that with the arms or without?

Mr. Boyd: That would have been the cost ten years ago without the arms. I'm not sure what the current construction costs might be. If the arms were located then I would expect it to still be significant because all of the controls and signal heads themselves are substantial.

Mr. Greenstein: The County seemed to indicate that they would grandfather the existing structure and equipment.

Mr. Boyd: That is correct. They would allow the construction to move forward with the original design, which was done before the code changed.

Mr. Greenstein: I would also move to contact the developer on the other side of the intersection of Polk County because at some point there will be traffic flowing from the other side.

Mr. Boyd: If you move forward with the design that was previously provided it accommodates the intersection as it exist today to facilitate future traffic.

Mr. Greenstein: You are saying that it is basically a three-way intersection and we would move forward with that and then from the future if traffic started flowing from the south to create a four-way then the costs of making the modification would be by that developer?

Mr. Boyd: Yes.

Mr. Flint: Are there any preliminary plans for that property? Do they have a connection coming into that intersection?

Mr. Boyd: I haven't looked specifically yet but yes there are plans. One of the requirements is that these signals have to all be interconnected.

Mr. Arnold: If we have to share in any of the costs at all from a CDD standpoint, would we have applicable funds?

Mr. Flint: Yes we have funds in our Capital Reserve to do that and then the other question would be is it a shared cost between both Districts?

Mr. Chiste: The next thing that we need to move forward with is to determine what the cost would be.

C. District Manager's Report

i. Action Items List

Mr. Flint: Our irrigation turnover at this point LRA is in the process of amending their consumptive use permit. We are waiting to see how that will affect things.

Mr. Baker: We are still in the process of responding to request for permission from the Water Management District.

Mr. d'Adesky: Jim gave me a call last night and he had his engineers look at the horse stables and the development of that parcel and the current building. They said it has little use and they had limited ideas that they were able to come up with. The proposal that he gave to me to circulate to the Board was he thought \$100,000 and the use of a small-portioned space for CDD office space is the best that he could offer. We wouldn't be able to take action on that immediately because we have to look back at the ^{acquisitions} ~~records~~ issuance and pull those. We have to go back to see how much we spent on this to even tell you that is a reasonable offer. We will come back next month with a deeper analysis.

ii. Approval of the Check Register

Mr. Flint: The check register for the month of October totaling in the amount of \$126,836.59 and the detailed register is included. Are there any questions?

On MOTION by Mr. Chiste, seconded by Mr. Arnold, with all in favor, the check register for September 30, 2016 in the amount of \$126,836.59 was approved.

iii. Balance Sheet and Income Statement

Mr. Flint: These are included in your agenda packet. There is no action required and if there are any questions we can discuss those.

iv. Status of Direct Bill Assessments

Mr. Flint: All of the Direct Bills for Reunion East have been paid.

SIXTH ORDER OF BUSINESS

Other Business

Mr. Flint: We have two new Board members that ran through the General Election process and they take office the second Tuesday after the election date. That would be November 22, 2016 that they will become official Board members. I did administer the Oath of Office to them before this meeting.

SEVENTH ORDER OF BUSINESS

Supervisor's Request

There not being any, the next item followed.

EIGHTH ORDER OF BUSINESS

Next Meeting Date

The next meeting will be December 8, 2016.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Arnold, seconded by Mr. Greenstein, with all in favor, the meeting was adjourned at 2:17 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

MANAGEMENT SERVICES AGREEMENT
(SEVEN EAGLES)

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is entered into this 8th day of September, 2016 and effective retroactively to November 1, 2013 (the "Effective Date"), by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district and a local unit of special purpose government (the "CDD"), and **THE REUNION CLUB OF ORLANDO, LLC**, a Georgia limited liability company (the "Management Company").

RECITALS:

A. **WHEREAS**, the CDD is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended, and pursuant to Osceola County Ordinance #01-31.

B. **WHEREAS**, the recreational amenity/property commonly referred to as "Seven Eagles", as further defined in the attached Exhibit "A", (the "CDD Facilities") is owned by the CDD.

C. **WHEREAS**, the CDD desires the benefit of the experience and services of the Management Company for the operation and management of the CDD Facilities upon the terms and conditions set forth in this Agreement, and the Management Company is willing to accept such obligations pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of valuable considerations paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Term of Agreement. This Agreement shall be for a four-year term beginning on the Effective Date and ending on December 31, 2018 (the "Term").

3. Acceptance of Management Responsibility. The CDD hereby retains the Management Company to manage and operate the CDD Facilities in accordance with the standards set forth herein and to further render the Services (as defined below), and the Management Company hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.

4. Compensation. The Parties agree that no monies or other compensation shall be due from the CDD to the Management Company for the provision of the Services (as defined hereunder). The Management Company will receive all revenues and income derived from the operations of the CDD Facilities and will be responsible for paying all bills and costs associated with the operation and management of the CDD Facilities as more fully set forth herein, and any balances remaining after payment of such costs will remain the income of the Management Company.

5. Services of Management Company and Operation of CDD Facilities. The Management Company shall act as the manager of the CDD Facilities, including all activities related thereto, and the Management Company shall provide the CDD with the following services, including but not limited to (collectively, the "Services"):

(a) Standards and Operation. The Management Company shall manage and maintain the CDD Facilities as a part of the CDD community and at all times in accordance with that of a high quality public facility, at a level consistent with or better than a similar operation in central Florida. General standards for management and maintenance of the CDD Facilities are set forth in this Agreement, and more specific standards pertaining to the CDD Facilities are set forth in Exhibit "B" attached hereto.

(b) Operational Inventory. The Management Company shall purchase all necessary and recommended inventory and supplies, enter into all necessary contracts for electricity, gas, propane, telephone, general cleaning, window cleaning, refuse disposal, pest control, payroll or staff services, and for any other utilities or services which the Management Company shall consider reasonably necessary or advisable for the operation of the CDD Facilities, and make ordinary repairs and maintenance (as more fully set forth below and subject to the prior approval of the CDD, and the lack of a statutory or regulatory need to bid for such services). Within sixty (60) days after the Management Company has begun to perform its duties under this Agreement, both the Management Company and the CDD shall cooperate to produce an inventory detailing the ownership of all personal property items located at or within the CDD Facilities which are subject to this Agreement.

(c) Emergency Maintenance Service. The Management Company will have a properly qualified person available to handle maintenance emergencies affecting the CDD Facilities, before and after the maintenance emergency event.

(d) Other Services and Conditions.

(i) The Management Company will provide supervision and employees on site during all operating hours for the CDD Facilities, which hours shall be established by the Management Company and be subject to review by the CDD. The Management Company shall post appropriate signage indicating the hours of operation and a contact number for the Management Company. The Management Company further agrees to monitor the facilities twenty four (24) hours a day and seven (7) days a week, including the duty to secure and close the facilities at times outside the hours of operation.

(ii) The Management Company hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the CDD Facilities are located, at Management Company's sole cost and expense, except as provided in paragraph 6.(b) herein, and the Management Company will take such action as may be reasonably necessary to comply with any and all notices, orders or other requirements affecting the CDD Facilities issued by any governmental agency having jurisdiction over it, unless specifically instructed by the CDD or the CDD that it intends to contest, at the CDD's cost and expense, such orders or requirements and that the

Management Company shall not comply with the same. The Management Company shall provide immediate notice to the CDD of any such orders or requirements upon receipt of same.

(iii) If requested by the CDD, a representative of the Management Company shall attend all CDD Board of Supervisors meetings. Additionally, the Management Company shall attend membership meetings with homeowners and developer representatives upon prior notice by the CDD.

(e) Liquor Licenses and Liability. In the event liquor or any other alcoholic beverage is to be served in or upon any of the CDD Facilities, the Management Company shall be responsible for acquiring and maintaining in good standing any and all licenses required by law which are necessary to legally serve alcoholic beverages. In addition, the Management Company shall comply with all liquor liability insurance requirements as more fully described herein. The CDD shall cooperate with Management Company as may be reasonably required to provide documentation or information to licensing authorities in order for the Management Company to acquire and maintain such licenses.

6. Repair, Maintenance and Utilities.

(a) Except for the CDD's maintenance responsibilities set forth below, Management Company shall maintain the interior, exterior, landscaping and grounds of the CDD Facilities and every part thereof in good repair and condition; damages by causes beyond the control of the Management Company, reasonable use, ordinary decay, wear, and tear excepted. Management Company hereby further covenants at its expense to:

(i) Comply with the requirements of applicable building, housing and health codes specifically applicable to Management Company's use of the CDD Facilities;

(ii) Maintain the ceilings, windows, screens, doors, steps, porches, interior walls, floors, cosmetic features of the exterior of the building(s), paint, landscaping, grounds, parking lots and all other non-structural components in good repair and the plumbing, heating and air conditioning systems in good working condition;

(iii) Provide for the monthly extermination and prevention of rats, mice, roaches, ants and wood-destroying organisms;

(iv) Maintain all locks and keys;

(v) Maintain in a clean and safe condition all areas of the CDD Facilities;

(vi) Provide for garbage removal and outside receptacles therefor; and

(vii) Pay for all utilities provided to the CDD Facilities.

Subject to subsection (b) below, the CDD shall maintain the structure of the building(s) on the grounds of the CDD Facilities, including the integrity (but not the cosmetic condition) of exterior

walls, roof and foundation except to the extent that any maintenance or repairs are deemed "minor repairs" (i.e., less than or equal to \$2,500), and also to the extent that any maintenance or repairs are required as a result of the negligence or intentional acts of the Management Company, its employees, agents, contractors or guests, in which cases Management Company shall be responsible for said costs and obligations. Notwithstanding the foregoing, the CDD shall have no liability or obligation for said maintenance unless and until it receives written notice from Management Company that maintenance and/or repairs are necessary.

(b) The Management Company shall not be responsible for any "Capital Expense" for any single item of repair or replacement which exceeds Two Thousand, Five Hundred and 00/100 Dollars (\$2,500) (unless said repair or replacement is a result of the negligence or intentional acts of the Management Company, its employees, agents, contractors or guests), and shall not incur on behalf of the CDD any Capital Expense unless specifically authorized in writing, in advance, by the CDD, except, however, such emergency repair as may involve a danger to life or property or as may be immediately necessary for the preservation and safety of the CDD Facilities or the members, occupants and livestock, or as may be required to avoid the suspension of any necessary service to the CDD Facilities. A "Capital Expense" is defined as any capital expenditure (not normal operational maintenance and repairs), upgrade or long-term repair that is in excess of \$2,500. Capital Expenses shall include, without limitation, building structural repairs, roof replacement, appliance replacement, carpet or flooring replacement and major building systems replacement including, but not limited to, air conditioning and plumbing. Minor operational repairs and maintenance are included in the Fixed Fee, as defined below, and are to be performed at the cost of the Management Company. Without limiting the generality of the foregoing, it is the intent of this paragraph that the Management Company shall be responsible for the expense if it is due to normal wear and tear or part of routine maintenance service, and the CDD shall be responsible for the expense if it is to prolong the life of the facility or component (e.g., painting exterior, refurbishing chairs) or to make modifications to the CDD Facilities as may be required by law.

(c) The Management Company shall be directly responsible for the general operation and management of the CDD Facilities and the associated maintenance necessary for the upkeep of the CDD Facilities and its related amenities according to the standards reasonably acceptable to the CDD, including cleaning and such maintenance and repair work as may be necessary to operate the facility successfully, and as set forth herein. In the event that the Management Company, at any time during the term of this Agreement, fails to so maintain the CDD Facilities, the CDD shall have the right to give written notice to the Management Company, specifying those areas of specific matters in regard to which the Management Company is not meeting the standards of operation (i.e., facility conditions, employee training, failure to operate within the approved CDD rules and regulations as adopted by the CDD from time to time). The Management Company shall have thirty (30) days from the receipt of said notice to cure such failures in their entirety, or in the event that such failures cannot be reasonably cured within that period, a reasonable period shall be established, provided that the Management Company diligently commences and pursues to complete such cure. If such efforts are not made, this Agreement may be terminated at the sole discretion of the CDD.

(d) The CDD Facilities and all furniture and fixtures, machinery, appliances, operating equipment and all personal property used in the operation of the CDD Facilities and owned by the CDD shall be maintained by the Management Company on behalf of the CDD, in a condition that is

appropriate for the operation of the CDD Facilities. Title thereto shall remain in the name of the CDD. The Management Company will use reasonable caution and care in performing its Services to protect the equipment and premises of the CDD Facilities now owned or hereafter acquired. An inventory of all property owned by the CDD shall be performed by the CDD (or other individual acceptable to the CDD) and the Management Company prior to the Management Company beginning operations at the CDD Facilities. Annual inventories shall be performed in the same manner. At the termination of this Agreement, the Management Company shall be responsible for leaving all CDD inventory items in good condition and repair, ordinary wear and tear excepted.

7. Insurance. The Management Company shall, at its own expense, secure insurance policies as listed below necessary for the proper maintenance, preservation and operation of the CDD Facilities. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida, and must be reasonably acceptable to the CDD. The Management Company shall furnish certificates of insurance to the CDD prior to providing the Services, and each certificate shall clearly indicate that the Management Company has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph.

Management Company shall, throughout the performance of its services pursuant to this Agreement, maintain:

a. Occurrence based comprehensive general liability insurance (including broad form contractual coverage) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it and CDD from claims for bodily injury (including death) and property damage, for incidents occurring on, in or about the CDD premises / facilities, solely which arise from or in connection with the performance of Management Company's services under this Agreement.

b. Business automobile liability insurance covering owned, non-owned and hired automobile exposures, with policy limits not less than \$1,000,000 combined single limit.

c. Workers' compensation insurance sufficient to satisfy all applicable statutory requirements, and Employer's liability insurance in amounts not less than:

Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 policy limit
Bodily Injury by Disease: \$1,000,000 each employee

d. Liquor liability insurance in an amount not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate.

e. Umbrella / Excess liability insurance with a minimum limit of \$25,000,000 each occurrence and \$25,000,000 annual aggregate.

All such insurance required in this Section 7 shall be with companies and on forms reasonably acceptable to CDD and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to CDD; the insurance required under paragraph 7.a, 7.b, and 7.d shall name the CDD as an additional insured. Certificates of insurance (and copies of all

policies, if required by the CDD) shall be furnished to the CDD. In the event of any cancellation or reduction of coverage, Management Company shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to CDD whatsoever. Acceptance by the CDD of any evidence of insurance submitted by the Management Company does not relieve or decrease in any manner the liability of the Management Company for performance of the Services in accordance with the terms and conditions hereof.

All coverage types, limits and deductible amounts as set forth in this Section 7 hereof shall be reviewed by CDD and Management Company from time to time for the purpose of determining the coverage types, limits and deductible amounts then appropriate of properties similar in type and construction to the CDD facilities and for the nature of the business being conducted, and for purposes of complying with the requirements of any mortgagee.

CDD shall, at its own expense, secure insurance policies necessary for the proper maintenance, preservation and operation of the CDD Facilities and shall name the Management Company as an additional insured. Certificates of insurance shall be furnished to the Management Company.

8. Management Company's Employees. The Management Company shall employ, hire, train and supervise all personnel reasonably necessary to operate the CDD Facilities, with all employees' compensation, benefits and labor costs to be paid by the Management Company. The Management Company shall have authority to hire, train and discharge all employees necessary for the operation of the CDD Facilities, and to fix their compensation; such employees shall not be employees or independent contractors of the CDD. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Management Company or of entities retained by Management Company are the sole responsibility of Management Company. Management Company shall obtain, for each individual Management Company employs at the CDD Facilities at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed provider of such services, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within Management Company's industry. Management Company shall maintain copies of said background checks on file so long as the subject individual(s) remains in Management Company's employ, and to the extent permissible by law, Management Company shall make all background checks available for CDD's review upon request. Management Company shall use commercially reasonable efforts to enforce strict discipline and good order among its employees while at the CDD Facilities.

9. Licenses, Transfers. The Management Company, at its own expense, shall obtain all licenses and permits necessary to perform the Services. All licenses will be obtained in the name of the Management Company, if possible. In the event the Management Company is in default under this Agreement and/or this Agreement is terminated by the CDD, the Management Company agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation), at the CDD's expense, all permits and licenses, including but not limited to any liquor license(s), which may be held by the Management Company for the CDD Facilities and the operation thereof, to the CDD or, at the CDD's sole option, to the CDD's nominee. The cost and expense of such transfers shall be borne solely by the CDD.

10. Termination. Notwithstanding anything to the contrary contained herein, CDD or Management Company may terminate this Agreement, with or without just cause, upon ninety (90) days'

prior written notice to the other party. Except as provided for in Section 6(c), in the case of a material event of default by either party, which default has not been cured within ten (10) days after receipt of written notice thereof from the non-defaulting party, the non-defaulting party may terminate the Agreement upon five days' prior written notice to the defaulting party, provided that, if such default is of a nature that it cannot be cured within such ten (10) day period, then such period shall be extended for such additional period as may be reasonably necessary to remedy the default, but in no event shall such extended remedy period extend beyond ninety (90) days.

11. Notices. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered, sent via recognized overnight courier (such as Federal Express), or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

CDD: Reunion East Community Development District
c/o Governmental Management Services
135 W. Central Blvd., Suite 320
Orlando, FL 32801
Attn.: District Manager

with a copy to: Latham, Shuker, Eden & Beaudine, LLP
111 N. Magnolia Ave., Suite 1400
Orlando, FL 32801
Attn.: Jan Albanese Carpenter, Esq.

Management Company: Reunion Club of Orlando, LLC
200 Ocean Crest Dr., Suite 31
Palm Coast, FL 32137
Attn.: Legal Dept.

and a copy to: Salamander Reunion, LLC
100 West Washington Street
Middleburg, VA 20117
Attn.: Prem Devadas

12. Indemnification. Management Company agrees to indemnify, save harmless and defend the CDD, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the CDD, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Management Company's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Management Company, its agents, employees or sub-contractors in the performance of this Agreement.

13. Compliance with All Laws, Regulations, Rules and Policies.

(a) At all times, Management Company is expected to operate in accordance with all applicable laws, statutes, regulations, ordinances and orders.

(b) Management Company hereby covenants and agrees to comply with all the regulations, ordinances and rules of governmental authorities wherein the CDD's Facilities are located, as said regulations, etc. may specifically relate to Management Company or its services provided hereunder, at Management Company's sole cost and expense except as otherwise provided herein, and Management Company will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be issued by any governmental agency having jurisdiction over Management Company, unless specifically instructed by the CDD that it intends to contest such orders or requirements and that Management Company shall not comply with the same. Management Company shall provide immediate notice to the CDD of any such orders or requirements upon receipt of same. Should such compliance require changes or modifications to the CDD Facilities, Management Company shall provide notice of the CDD as provided under Section 6.

(c) Management Company shall bear all costs associated with compliance with the Americans with Disabilities Act or any other state or Federal legislation related to its performance of the Services; provided however, that the CDD shall be solely responsible for such compliance in respect of the improvements constituting the CDD Facilities and other assets owned by the CDD.

(d) The CDD is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Management Company agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," Community Development District law, and all other statutes and regulations applicable to Management Company.

14. Ownership of Books and Records. Any books, documents, records, correspondence or other information kept or obtained by the CDD or furnished by the CDD to Management Company in connection with the services contemplated herein and/or the CDD Facilities and any related records are property of the CDD. Management Company agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, *Florida Statutes*.

15. Public Records. Management Company agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records pertaining to the management of the CDD Facilities maintained by Management Company are "public records" which must be available to the public.

Management Company agrees and acknowledges that any and all books, documents, records, correspondence or other information related to this Agreement and/or the CDD Facilities may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*. In accordance with applicable Florida law:

a. Management Company shall keep and maintain public records that ordinarily and necessarily would be required by the CDD in order to perform the services provided in this Agreement.

b. Management Company shall provide the public with access to public records on the same term and conditions that the CDD would provide the records and a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law.

c. Management Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Management Company shall meet all requirements for maintaining public records and transfer, at no cost, to the public agency all public records in possession of Management Company upon termination of this Agreement and shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, provided that Management Company shall be entitled to retain copies of any records it deems necessary to comply with IRS, Florida Department of Revenue and any other regulatory agencies or necessary for Management Company's defense of any claims by CDD or any third party resulting from Management Company's performance under this Agreement. All records stored electronically shall be provided to the CDD in a format that is compatible with the information technology systems of the CDD so long as Management Company does not incur unreasonable cost or expense in doing so.

If Management Company does not comply with a public records request, such failure to comply shall be considered a default under the terms of this Agreement and applicable law, and the CDD shall enforce the Agreement accordingly.

16. Environmental Covenants.

(a) Management Company shall comply with all environmental laws, rules, regulations, statutes and ordinances, including, without limitation, those applicable to "hazardous substances." Management Company shall unconditionally, absolutely and irrevocably agree to indemnify, defend and hold harmless CDD and its officers, employees, agents, and contractors, from and against and to pay in full on demand by CDD all loss, cost and expense (including, without limitation, attorneys' fees and disbursements and fees of other professionals advising CDD) of whatever nature suffered or incurred by CDD on account of the existence on the CDD Facilities, or the release or discharge from the CDD Facilities, of "hazardous substances" caused by Management Company or its employees, agents, licensees and subcontractors after the commencement of the Services, including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws by Management Company or its employees, agents, licensees and subcontractors after the commencement of the Services, or the institution of any action by any party against Management Company, CDD or the property whereon the CDD Facilities are situated based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of hazardous substances by Management Company or its employees, agents, licensees and subcontractors after the commencement of the Services, or the

imposition of a lien on any part of the Demised Premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended ("CERCLA"), and the laws of the state where the Demised Premises is located, or any other laws pursuant to which a lien or liability may be imposed on the CDD due to the existence of hazardous substances caused by Management Company or its employees, agents, licensees and subcontractors after the commencement of the Services.

(b) In the event any claims, costs, losses, liabilities or expenses arise from the violation (or claimed violation) of any environmental laws by the CDD or its employees, agents, licensees and subcontractors prior to the commencement of the Services, applicable law shall determine the allocation of any liability or responsibility, if any, between any and all parties involved, provided, however, that in no event shall the Management Company be responsible, in whole or in part, for any such claims, costs, losses, liabilities or expenses.

17. Third Party Beneficiaries. The Services provided under this Agreement are solely for the benefit of the CDD and neither this Agreement nor any Services rendered hereunder shall give rise to or shall be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise, including any owners of property within the CDD.

18. Attorneys' Fees. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its reasonable attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

19. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida, regardless of any conflict-of-interest rules. Any litigation arising under this Agreement shall have venue in a court having jurisdiction over Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT HAVING JURISDICTION OVER OSCEOLA COUNTY, FLORIDA.

20. Independent Contractor Status. At all times hereunder, the Management Company shall undertake all duties, obligations, and responsibilities as an independent contractor, and not as an employee, agent or representative of the CDD. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the CDD and the Management Company. The Management Company has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.

21. Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of the CDD's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the doctrine of sovereign immunity or by operation of law.

22. Waivers. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof

shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

23. Miscellaneous.

(a) The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, or the intent of any provision hereof.

(b) The Management Company may not assign this Agreement or any of the rights and duties expressed herein except with the CDD prior written consent, which consent may be withheld in the CDD's sole and absolute discretion.

(c) Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, as the context requires.

(d) The Management Company and the CDD have had equal input in the drafting of this Agreement and, in consideration thereof, the language used in this Agreement will be construed according to its fair and common meaning and will not be construed more stringently or liberally for either party.

(e) If any provision of this Agreement is held to be illegal or invalid, the other provisions shall remain in full force and effect.

(f) No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified orally or in any manner other than by an agreement in writing signed by all parties hereto or their respective successors in interest.

(g) Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder.

24. Termination of Conflicting Contracts. The Parties agree that this Agreement shall serve to terminate and replace any other agreements pertaining to the provision of the Services described hereunder, including the Management Services Agreement entered into on May 1, 2015.

25. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same agreement.

[SIGNATURE PAGE TO FOLLOW.]

**SIGNATURE PAGE TO
MANAGEMENT SERVICES AGREEMENT
(SEVEN EAGLES)**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

"CDD"

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT
a Florida community development district

ATTEST:

By: _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: _____
Chairman/Vice-Chairman

"MANAGEMENT COMPANY"

REUNION CLUB OF ORLANDO, LLC,
a Georgia limited liability company

WITNESSES:

Print: _____

Print: _____

By: _____

Print: _____

Title: _____

EXHIBIT "A"

Description of CDD Facilities

[ATTACHED BELOW]

EXHIBIT "B"

SPECIFIC OPERATION AND MAINTENANCE REQUIREMENTS FOR THE CDD FACILITIES.

The specific requirements for the CDD Facilities listed below shall be in addition to all the management, operational and maintenance requirements set forth in the Agreement. However, this list shall not be deemed to be an exhaustive or all-inclusive list of the Management Company's responsibilities with respect to the CDD facilities. The exact duties performed by the Management Company shall be those duties mutually agreeable to the CDD and the Management Company, and shall include, but not be limited to, the following:

- The Management Company shall be responsible for maintenance of the CDD owned swimming pool complex, commonly referred to as the Seven Eagles Pool Complex, which consists of a swimming pool, a children's recreation center and a fitness center.
- Management Company shall manage and operate the facility as first-rate public swimming pool and recreation facility, and shall keep the pool, the recreation areas and the appurtenant areas in a clean, attractive and safe condition at all times.
- All pool/patio furniture, fitness equipment, recreational equipment, and any other items of personal property owned by the Management Company and listed in the inventory created pursuant to this Agreement, or hereafter acquired by the Management Company, shall continue to be owned and maintained by the Management Company.
- Management Company shall check pool water quality and complete equivalent to DH Form 921 3/98 Swimming Pool Report, as required by Chapter 64E-9.004(13), FAC, per site visit.
- Management Company shall conduct necessary tests for proper pool chemicals as required to maintain water quality levels within the requirements of chapter 64E-9.004(d).
- Management Company shall operate the filtration systems and recirculation systems, backwashing as needed. Management Company shall clean all strainers, maintain the pools at proper water levels and maintain filtration rates. Management Company shall check valves for leaks, as well as other components, and maintain in proper condition.
- Management Company shall manually skim, brush and vacuum the pool as necessary. Maintenance shall be performed three days per week year-round. At least one day per week, as necessary, the pool will receive super chlorination and algae treatment.
- Management Company shall advise the CDD of any necessary repairs, cleaning or replacement which is deemed a Capital Expense as defined in the Agreement. Upon approval from the CDD's Board of Supervisors, such repairs shall be completed and billed separately.

SECTION VI

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into as of the Commencement Date (as defined herein) by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district ("Landlord") and **EHOF REUNION, LLC**, a Florida limited liability company ("Tenant").

WITNESSETH:

Subject to, and upon the terms and conditions of, this Lease, including the terms of the Basic Lease Information and Defined Terms section of this Lease, and in consideration of the mutual promises set forth herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Landlord leases to Tenant and Tenant leases from Landlord the Premises as defined herein.

Landlord and Tenant covenant and agree:

1. BASIC LEASE INFORMATION AND DEFINED TERMS.

1.1 **Landlord:** REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district created pursuant to Chapter 190, Florida Statutes.

1.2 **Tenant:** EHOF REUNION, LLC, a Florida limited liability company

1.3 **Party or the Parties:** Landlord and Tenant are the Parties and each may be referred to herein as a "Party".

1.4 **Building:** The building within which the Premises are located; such Building is commonly referred to as the Heritage Crossing Clubhouse and is located at 7715 Heritage Crossing Way, Reunion, Osceola County, Florida.

1.5 **Premises:** That portion of the Building depicted on Exhibit "A" attached hereto and consisting of approximately 1,800 square feet.

1.6 **Permitted Use:** Tenant shall use the Premises only for a real estate sales office dedicated strictly to the sale of real property and/or residences within the Reunion development, and no other use.

1.7 **Commencement Date** shall mean the date when the last one of the Landlord and Tenant has signed this Lease and delivered this Lease to the other Party.

1.8 **Rent Commencement Date:** The date that is the earlier of (i) the date Tenant takes possession of the Premises, or (ii) October 15, 2013. If the Rent Commencement Date does not fall on the first day of a calendar month, the prorated Rent for the time period commencing on the Rent Commencement Date and ending on the last day of that calendar month shall be due on the Rent Commencement Date.

1.9 **Lease Term:** The term commencing on the Commencement Date and continuing until the date that is twenty-four (24) full calendar months after the first day of the calendar month following the Rent Commencement Date, as extended or sooner terminated under the terms of this Lease.

1.10 **Base Rent:** Base Rent or the initial twelve (12) months of the Term (including any partial month in which the Lease commences) shall be based on the annual sum of \$27,000.00 (\$15 per square foot),

payable in monthly installments of \$2,250, plus all applicable taxes thereon. Base Rent for the subsequent twelve (12) months of the Term shall be based on the annual sum of \$28,800.00 (\$16 per square foot), payable in monthly installments of \$2,400, plus all applicable taxes thereon.

1.11 First Month's Rent: The amount to be paid to Landlord upon execution of this Lease by Tenant, equal to one full calendar month's Rent (consisting of Base Rent, Operating Costs and sales tax).

1.12 Security Deposit: Tenant, on or before the Commencement Date, shall deposit with Landlord the sum of \$15,000.00 as a security Deposit under this Lease.

1.13 Tenant's Notice Address: EHOE Reunion, LLC
Attn.: Jim Bagley
707 Celebration Ave.
Celebration, FL 34747
Tel.: 407.446.8250
e-mail: gflint@govmgtsvc.com

1.14 Landlord's Notice Address: Reunion East Community Development District
Attn.: George Flint, District Manager
135 W. Central Blvd.
Suite 320
Orlando, FL 32801
Tel.: 407.841.5524
e-mail: jim.bagley@encorefunds.com

2. TERM. Tenant shall be given occupancy of the Premises as of the Commencement Date and shall have and hold the Premises for the Lease Term. The Tenant shall be obligated under this Lease upon its execution and delivery to Landlord. The Lease Term shall be computed as commencing on the Commencement Date. Tenant shall, if Landlord so requests, thereafter execute a letter confirming the Commencement Date, Rent Commencement Date and the expiration date of this Lease.

3. USE. Tenant shall continuously use and occupy the Premises only for the Permitted Use. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose.

4. RENT.

4.1 Base Rent.

4.1.1 Tenant shall pay Landlord the Base Rent in lawful United States currency. On the execution of this Lease by Tenant, Tenant shall pay to Landlord the First Month's Rent and the Security Deposit.

4.1.2 All other Base Rent shall be due and payable in equal monthly installments, in advance, beginning on the Rent Commencement Date, and thereafter continuing on the first (1st) day of each and every calendar month during the Lease Term.

4.2 Additional Rent. Unless otherwise expressly provided, all monetary obligations of Tenant to Landlord under this Lease, of any type or nature, other than Base Rent, shall constitute additional rent ("Additional Rent"). Except as otherwise provided, all Additional Rent payments are due and payable ten (10) days after delivery of an invoice.

4.3 **Taxes On Rent.** Tenant shall pay monthly to Landlord all sales (including Florida and local sales tax, the percentage of which may increase from time to time), use, or other taxes (excluding Landlord's state and federal income tax) now or hereafter imposed on any form of Rent due under this Lease.

4.4 **General.** The term "Rent" when used in this Lease shall include Base Rent and Additional Rent. All Rent shall be paid to Landlord without demand, setoff, or deduction whatsoever, except as specifically provided in this Lease, at Landlord's Notice Address, or at such other place as Landlord shall designate in writing to Tenant. Tenant's obligations to pay Rent are covenants independent of the Landlord's obligations under this Lease.

5. MAINTENANCE COSTS AND OPERATING COSTS.

5.1 **General.** Beginning on the Commencement Date, and continuing through the expiration of the Lease Term, Tenant shall pay to Landlord the Operating Costs and Maintenance Costs in accordance with the terms and provisions of this article, as Additional Rent.

5.2 **Operating Costs.** The term "Operating Costs" shall mean the real estate taxes and assessments related specifically to the Premises, as well as fifty percent (50%) of (i) the annual cost of Landlord's property insurance for the Building, and (ii) the monthly cost of all utility services provided to the Building. Beginning on the Commencement Date, and continuing through the expiration of the Lease Term, Tenant shall pay to Landlord the Operating Costs in accordance with the terms and provisions of this article, as Additional Rent.

5.3 **Maintenance Costs.** The term "Maintenance Costs" shall mean fifty percent (50%) of all costs related to Landlord's maintenance, repair, and/or replacement of any portion of the Premises or the Building. Beginning on the Commencement Date, and continuing through the expiration of the Lease Term, Tenant shall pay to Landlord the Maintenance Costs in accordance with the terms and provisions of this article, as Additional Rent.

5.4 **Payment.** Landlord shall reasonably estimate the Operating Costs and Maintenance Costs (collectively, the "O&M Costs") that will be payable for each calendar year during the Lease Term in advance, and Tenant shall pay one-twelfth the O&M Costs monthly in advance, together with the payment of Base Rent. After the end of each calendar year and after receipt by Landlord of all necessary information and computations, Landlord shall furnish Tenant a detailed statement of the actual O&M Costs for the year, and an adjustment shall be made between Landlord and Tenant with payment to, or repayment by, Landlord, as the case may require, to the end that Landlord shall receive the entire amount actually owed by Tenant for O&M Costs for the year and Tenant shall receive reimbursement for any overpayments. Any payment adjustment owed by Tenant will be due and payable ten (10) days after delivery of an invoice. Any refund due Tenant will be credited against Tenant's monthly Rent obligations. Tenant waives and releases any and all objections or claims relating to O&M Costs for any calendar year unless, within fifteen (15) days after Landlord provides Tenant with the annual statement of the actual O&M Costs for the calendar year, Tenant provides Landlord notice that it disputes the statement. If Tenant disputes the statement then, pending resolution of the dispute, Tenant shall pay the Rent in question to Landlord in the amount provided in the disputed statement.

5.5 **Proration.** The O&M Costs for the first calendar year of the Lease Term shall be a proportionate share of the O&M Costs for the entire year. On the date of any expiration or termination of this Lease (except termination because of Tenant's default), a proportionate share of the O&M Costs for the year during which the expiration or termination occurs shall immediately become due and payable by Tenant to Landlord, if not previously billed and paid.

6. **ASSIGNMENT OR SUBLETTING.** Neither Tenant nor Tenant's legal representatives or successors in interest by operation of law or otherwise may assign or sublet any portion of this Lease without Landlord's consent, which Landlord may withhold in its sole and absolute discretion, for any reason or no reason whatsoever.

7. **INSURANCE.**

7.1 **Tenant's Insurance.** Tenant shall, on or before the Commencement Date, obtain and keep in full force and effect at all times thereafter the following insurance coverages relating to the Premises:

7.1.1 **Commercial General Liability.** Commercial general liability insurance, on an occurrence basis, as well as a per location basis, with a limit of One Million Dollars (\$1,000,000) per occurrence for death, bodily injury, and property damage, which coverage limits may be effected with umbrella coverage.

7.1.2 **Property.** All risk property insurance, including fire and lightning, extended coverage, sprinkler damage, theft, vandalism and malicious mischief, in an amount adequate to cover one hundred percent (100%) of the replacement costs, without co-insurance, of Tenant's Property (as defined below) located on the Premises.

7.1.3 **Workers' Compensation.** Workers' compensation insurance covering Tenant and its employees for all costs, statutory benefits, and liabilities under state workers' compensation, disability, and similar laws.

7.1.4 **Other Insurance.** Such other insurance as may be carried on the Premises and Tenant's operation of the Premises, as may be reasonably required by Landlord.

7.2 **Insurance Requirements.** All insurance policies shall be written with insurance companies acceptable to Landlord. The commercial general liability insurance policy shall name Landlord and Landlord's directors, officers, owners, and agents (collectively, the "Additional Insured Parties") as additional insureds and shall provide that such policy may not be terminated or modified by endorsement in any way that would materially decrease the protection afforded Landlord or the Additional Insured Parties under this Lease without thirty (30) days' advance notice to Landlord. Tenant shall furnish evidence of all required insurance (on ACORD 27 or other form acceptable to Landlord) prior to the Commencement Date. Any minimum amount of coverage specified in this article shall be subject to increase at any time, and from time to time, after commencement of the second full year of the Lease Term, if Landlord shall reasonably determine that an increase is necessary for adequate protection.

8. **DEFAULT.**

8.1 **Events of Default.** Each of the following shall be an event of default under this Lease: (a) Tenant fails to make any payment of Rent within five (5) days after the payment is due (a "Monetary Default"); (b) Tenant fails to perform any other obligation under this Lease (a "Nonmonetary Default"); (c) Tenant becomes bankrupt or insolvent or makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, or if any debtor proceedings be taken by or against Tenant; (d) a receiver or trustee in bankruptcy is appointed for the Tenant's Property and the appointment is not vacated and set aside within sixty (60) days from the date of the appointment; (e) Tenant rejects this Lease in any bankruptcy, insolvency, reorganization, or arrangement proceedings under the Bankruptcy Code or any State insolvency laws; (f) the leasehold estate granted to Tenant by this Lease is taken on execution or other legal process; (g) Tenant attempts to assign or sublet any

portion of this Lease in violation of the terms of this Lease; or (h) Tenant fails to deliver an estoppel certificate within the time period required by the Estoppel Certificates article of this Lease.

8.2 Grace Periods/Nonmonetary Defaults. Provided the default does not involve an Emergency that must be addressed in a shorter time frame, Tenant shall have a period of fifteen (15) days after notice from Landlord of a Nonmonetary Default in which to cure the default. In addition, provided that the default does not involve an Emergency that must be addressed in a shorter time frame, this grace period shall be extended if the default is of a nature that it cannot be completely cured within such grace period solely as a result of non-financial circumstances outside of Tenant's control, provided that Tenant has promptly commenced all appropriate actions to cure the default within such cure period and those actions are thereafter diligently and continuously pursued by Tenant in good faith. In no event, however, shall the grace period exceed a total of ninety (90) days. If the Nonmonetary Default is not cured before the expiration of the grace period, as extended, then Landlord may pursue any or all of its remedies. "Emergency" shall mean the threat or perceived threat of imminent injury or damage to persons or property or the imminent imposition of a civil or criminal fine or penalty.

8.3 Landlord's Remedies. If Tenant defaults, Landlord shall have all available rights and remedies set forth herein, and all rights and remedies available at law and in equity, and in addition, Landlord may terminate this Lease or Tenant's right of possession of the Premises (without terminating this Lease) by notice to Tenant. If Landlord terminates this Lease or Tenant's right of possession, Tenant shall remain liable for all Rent owed for the full Lease Term. Landlord shall not be required to give Tenant any notice of a default, other than the notices described herein, prior to Landlord's exercise of its remedies under this Lease. Landlord's rights and remedies shall be cumulative and may be exercised concurrently or successively. Failure to exercise any right or remedy shall not constitute a waiver thereof, nor prevent any subsequent or concurrent resort to any right or remedy.

8.4 Acceleration. If Tenant defaults, Landlord may declare the entire balance of Rent due under this Lease for the remainder of the Lease Term to be forthwith due and payable.

8.5 Landlord's Right to Perform. If Tenant defaults, Landlord may, but shall have no obligation to, perform the obligations of Tenant, and if Landlord, in doing so, makes any expenditures or incurs any obligation for the payment of money, including reasonable attorneys' fees, the sums so paid or obligations incurred shall be paid by Tenant to Landlord within five (5) days of rendition of a bill or statement to Tenant therefor.

8.6 Jurisdiction and Venue. Any legal action or proceeding arising out of or in any way connected with this Lease shall be instituted in a court (federal or state) located in the County where the Premises is located, or having jurisdiction over the Premises, which shall be the exclusive jurisdiction and venue for litigation concerning this Lease. Landlord and Tenant shall be subject to the jurisdiction of those courts in any legal action or proceeding. The execution of this Lease and performance of its obligations by Tenant, for purposes of personal or long-arm jurisdiction, constitutes doing business in the State of Florida pursuant to Section 48.193, Florida Statutes. In addition, Landlord and Tenant waive any objection that they may now or hereafter have to the laying of venue of any action or proceeding in those courts, and further waive the right to plead or claim that any action or proceeding brought in any of those courts has been brought in an inconvenient forum.

8.7 Late Charges. If any payment due Landlord under this Lease shall not be paid within five (5) days of the date when due, Tenant shall pay, in addition to the payment then due, an administrative charge equal to the greater of (a) five percent (5%) of the past due payment; or (b) Two Hundred Fifty Dollars (\$250).

8.8 Interest. All Rent not paid when due under this Lease shall bear interest at the lesser of: (a) eighteen percent (18%) per annum, or (b) the highest rate of interest permitted to be charged under Florida law,

accruing from the date the obligation arose through the date payment is actually received by Landlord. It is the intention of Landlord and Tenant to comply with the laws of the State of Florida, and it is agreed that notwithstanding any provision to the contrary in this Lease, no such provision shall require the payment or permit the collection of any interest in excess ("Excess Interest") of the maximum amount of interest permitted by law to be charged in the collection of Rent and other sums due under this Lease. If any Excess Interest is provided for, or is adjudicated to be provided for in this Lease, then in such event (a) the provisions of this section shall control; (b) Tenant shall not be obligated to pay any Excess Interest; (c) any Excess Interest that Landlord may have received shall be refunded to Tenant; and (d) this Lease shall be deemed to have been reformed and amended to delete any requirement for Excess Interest.

8.9 Limitation of Remedies; Exculpation. Tenant waives all remedies for defaults by Landlord and all claims under any indemnities granted by Landlord under this Lease based on loss of business or profits or for other consequential damages or for punitive or special damages of any kind or, except as specifically provided in this Lease, to terminate this Lease. None of Landlord's officers, owners, employees, or agents shall ever have any personal liability to Tenant under this Lease. Tenant shall look solely to Landlord's estate and interest in the Premises for the satisfaction of any right or remedy of Tenant under this Lease, or for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord. No act or omission of Landlord or its agents shall constitute an actual or constructive eviction of Tenant unless Landlord shall have first received notice of Tenant's claim and shall have failed to cure it after having been afforded a reasonable time to do so, which in no event shall be less than thirty (30) days. Tenant waives any claims against Landlord that Tenant does not make in writing within thirty (30) days of the onset of the cause of such claim.

8.10 Security Interest. Tenant hereby grants to Landlord a lien and security interest, as a landlord's lien and as a lien under the Florida Uniform Commercial Code (the "Code") on all property of Tenant now or hereafter placed in or upon the Premises including, but not limited to, all fixtures, furniture, inventory, machinery, equipment, merchandise, furnishings and other articles of personal property, and all proceeds of the sale or other disposition of such property (collectively, the "Collateral") to secure the payment of all Rent to be paid by Tenant pursuant to this Lease. This Lease shall constitute a security agreement under the Florida Uniform Commercial Code so that Landlord shall have and may enforce a security interest in the Collateral. Tenant agrees Landlord may file and record such financing statement or statements and any further documents as Landlord may now or hereafter reasonably request to protect such security interest pursuant to the Code, and Tenant shall provide a list of all personal property located within the Premises as Landlord requests from time to time. Landlord, as secured party, shall be entitled to all rights and remedies afforded a secured party under the Code, which rights and remedies shall be in addition to Landlord's liens and rights provided by law or by the other terms and provisions of this Lease.

8.11 Landlord's Default. Landlord shall be in default under this Lease if Landlord fails to perform any of Landlord's obligations under this Lease, if Landlord's failure materially affects Tenant's use and occupancy of the Premises, and the failure continues for more than thirty (30) days after notice from Tenant specifying the default, or, if the default is of a nature that it cannot be completely cured within the thirty (30) day period solely as a result of nonfinancial circumstances outside of Landlord's control, if Landlord fails to begin curing the default within the thirty (30) day period or fails thereafter to cure the default within the time reasonably necessary to do so.

9. ALTERATIONS.

9.1 General. "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature.

9.1.1 After providing no less than ten (10) days prior, written notice to Landlord, Tenant shall have the right to make Alterations having a value of less than \$125,000 to the Premises ("Permitted Alterations"). Notice shall include a description of such Permitted Alterations and a copy of the plans or drawings.

9.1.2 With the exception of Permitted Alterations, Tenant shall make no Alterations without the prior written consent of Landlord.

9.1.3 All Alterations performed by or on behalf of Tenant shall comply with Landlord's conditions of approval

9.1.4 All Alterations are subject to the provisions herein regarding removal and restoration, including Section 26.

10. LIENS. The interest of Landlord in the Premises shall not be subject in any way to any liens, including construction liens, for improvements to or other work performed in the Premises by or on behalf of Tenant. This exculpation is made with express reference to Section 713.10, Florida Statutes. Landlord and Tenant acknowledge and agree that there is no requirement under this Lease that Tenant make any alterations or improvements to the Premises and no improvements to be made by Tenant to the Premises constitute "the pith of the lease" as provided in applicable Florida law. If any lien is filed against the Premises for work or materials claimed to have been furnished to Tenant, Tenant shall cause it to be discharged of record or properly transferred to a bond under Section 713.24, Florida Statutes, within ten (10) days after Tenant receives notice of the lien from any source. Further, Tenant shall indemnify, defend, and save Landlord harmless from and against any damage or loss, including reasonable attorneys' fees, incurred by Landlord as a result of any liens or other claims arising out of or related to work performed in the Premises by or on behalf of Tenant. Tenant shall notify every contractor making improvements to the Premises that the interest of the Landlord in the Premises shall not be subject to liens for improvements to or other work performed in the Premises by or on behalf of Tenant.

11. ACCESS TO PREMISES. Landlord and persons authorized by Landlord may enter the Premises at any time without notice to Tenant in the event of an Emergency. Landlord and persons authorized by Landlord shall also have the right to enter the Premises at all reasonable times and on reasonable advance oral or written notice.

12. CASUALTY DAMAGE.

12.1 Termination Rights. If: (a) the Premises shall be so damaged that substantial alteration or reconstruction of the Premises shall, in Landlord's opinion, be required (whether or not the Premises shall have been damaged by the casualty); or (b) there is any material loss to the Premises that is not covered by Landlord's insurance; or (c) the Premises shall be partially damaged by casualty during the last two years of the Lease Term, and the estimated cost of repair exceeds twenty-five percent (25%) of the Base Rent then remaining to be paid by Tenant for the balance of the Lease Term; Landlord may, within ninety (90) days after the casualty, give notice to Tenant of Landlord's election to terminate this Lease, and the balance of the Lease Term shall automatically expire on the fifth (5th) day after the notice is delivered.

12.2 Restoration. If Landlord does not elect to terminate this Lease, Landlord shall proceed with reasonable diligence to restore the Premises and the Premises to substantially the same condition they were in immediately before the happening of the casualty. However, Landlord shall not be required to restore any portion of Tenant's Property. When repairs to the Premises that are Landlord's obligation under this article have been completed by Landlord, Tenant shall complete the restoration or replacement of the Premises and all of Tenant's Property necessary to permit Tenant's re-occupancy of the Premises.

12.3 Rent Abatement. Rent shall abate in proportion to the portion of the Premises not useable by Tenant as a result of any casualty damage covered by insurance carried or required to be carried by Landlord under this Lease, as of the date on which the Premises becomes unusable. Landlord shall not be liable to Tenant for any delay in restoring the Premises or any inconvenience or annoyance to Tenant or injury to Tenant's business resulting in any way from the damage or the repairs, Tenant's sole remedy being the right to an abatement of Rent.

13. CONDEMNATION. If the whole or any substantial part of the Premises shall be condemned by eminent domain or acquired by private purchase in lieu of condemnation, this Lease shall terminate on the date upon which possession of the Premises is delivered to the condemning authority and Rent shall be apportioned and paid to that date. Tenant shall have no claim against Landlord for the value of any unexpired portion of the Lease Term, nor shall Tenant be entitled to any part of the condemnation award or private purchase price. If less than a substantial part of the Premises is condemned, this Lease shall not terminate, but Rent shall abate in proportion to the portion of the Premises condemned.

14. REPAIR AND MAINTENANCE.

14.1 Landlord's Obligations. Landlord shall, at its sole cost, repair, replace, and maintain all portions of the Building (including the windows, doors, walls, ceilings, and floors in the Building and electrical, plumbing, mechanical, fire protection, and HVAC systems), in a clean, attractive, first-class condition. Tenant waives the provisions of any law, or any right Tenant may have under common law, permitting Tenant to make repairs at Landlord's expense or to withhold Rent or terminate this Lease based on any alleged failure of Landlord to make repairs. All of Landlord's costs associated with the repair, replacement and/or maintenance of the Building shall be included in and constitute Maintenance Costs.

14.2 Tenant's Obligations. Tenant shall, at its sole cost, keep all portions of the Premises in a clean, attractive, first-class condition, including through the use of regularly-scheduled professional janitorial services. Tenant shall not commit or allow to be committed any waste on any portion of the Premises. Tenant shall be responsible for any damage to any portion of the Building or Premises resulting from Tenant's intentional acts or negligence, or from the intentional acts or negligence of tenant's agents, employees, guests or invitees.

15. ESTOPPEL CERTIFICATES. From time to time, Tenant, on not less than five (5) days' prior notice, shall execute and deliver to Landlord an estoppel certificate in a form generally consistent with the requirements of institutional lenders or prospective purchasers and certified to Landlord and any mortgagee or prospective mortgagee or prospective purchaser of the Premises.

16. SUBORDINATION. This Lease is and shall be subject and subordinate to any mortgages that may now or hereafter affect the Premises, and to all renewals, modifications, consolidations, replacements, and extensions of such mortgages; provided. This article shall be self-operative and no further instrument of subordination shall be necessary. However, in confirmation of this subordination, Tenant shall execute promptly any certificate that Landlord may request. If the interest of Landlord under this Lease is transferred by reason of or assigned in lieu of foreclosure or other proceedings for enforcement of any mortgage, or if the holder of any

mortgage acquires a lease in substitution for the mortgage, or if this Lease is terminated by foreclosure of any mortgage to which this Lease is or may be subordinate, then Tenant will, at the option to be exercised in writing by the purchaser or mortgagee, as the case may be, (a) attorn to it and will perform for its benefit all the terms, covenants, and conditions of this Lease on Tenant's part to be performed with the same force and effect as if the purchaser or mortgagee were the Landlord originally named in this Lease, or (b) enter into a new lease with the purchaser or mortgagee for the remainder of the Lease Term and otherwise on the same terms, conditions, and rents as provided in this Lease.

17. **INDEMNIFICATION.** Tenant hereby agrees to indemnify, defend, and hold harmless Landlord and Landlord's officers, employees, agents, and contractors (the "Indemnified Parties") from and against any and all losses, damages, claims, actions, demands, liabilities, or expenses (including, without limitation, attorneys' fees) in connection with loss of life, personal injury and/or damage to persons or property arising from or out of any occurrence in, upon or at the Premises or occasioned wholly or in part by any act or omission of Tenant, its owners, officers, agents, contractors, employees, servants, lessees, customers, or invitees, regardless of whether or not the claim is caused in part by any of the Indemnified Parties. In the event Landlord shall be made a party to any litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless and shall pay all costs, expenses and attorneys' fees and costs incurred or paid by Landlord in connection with such litigation.

18. **ANTI-WAIVER.** The failure of a Party to insist on the strict performance of any provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No notice to or demand on a Party shall of itself entitle the Party to any other or further notice or demand in similar or other circumstances. No waiver shall be effective unless expressed in writing and signed by the waiving Party. The receipt by Landlord of any Rent after default on the part of Tenant (whether the Rent is due before or after the default) shall not be deemed to operate as a waiver of any then-existing default by Tenant or of the right of Landlord to enforce the payment of any other Rent reserved in this Lease that may be due and owing at that time, or otherwise, or to pursue eviction or any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the Rent actually owed under the terms of this Lease shall be deemed to be other than on account of the earliest stipulated Rent, nor shall any endorsement of, or statement on, any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy. No act of Landlord shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. The acceptance of the keys to the Premises by the Landlord from the Tenant before the termination of this Lease will not operate as a termination of this Lease or a surrender of the Premises unless a written agreement is simultaneously duly executed on behalf of Landlord specifically evidencing the express intention by Landlord so to effect a termination or accept a surrender. It is the intention of the Parties that this article modify the common law rules of waiver and estoppel and the provisions of any statute which might dictate a contrary result.

19. **SERVICES AND UTILITIES.**

19.1 **Services Furnished.** Landlord shall provide basic utility services to the Premises, the cost of which shall be included in the Operating Costs as defined herein. Tenant is responsible for all trash removal, janitorial and pest control services on the Premises.

19.2 **Interruption of Services.** In no event shall Landlord be liable for damages resulting from the failure to furnish any utility or other service, unless caused by the negligence or intentional acts of Landlord, and

any interruption or failure shall in no manner constitute an eviction of Tenant or entitle Tenant to abatement of any Rent due under this Lease.

20. **SECURITY DEPOSIT.** The Security Deposit shall be held by Landlord as security for Tenant's full and faithful performance of this Lease including the payment of Rent. Tenant grants Landlord a security interest in the Security Deposit. The Security Deposit may be commingled with other funds of Landlord and Landlord shall have no liability for the accrual or payment of any interest on the Security Deposit. Landlord may apply the Security Deposit to the extent required to cure any default by Tenant. If Landlord so applies the Security Deposit, Tenant shall deliver to Landlord the amount necessary to replenish the Security Deposit to its original sum within five (5) days after notification from Landlord of the amount due. The Security Deposit shall not be deemed an advance payment of Rent or a measure of damages for any default by Tenant, nor shall it be a defense to any action that Landlord may bring against Tenant. If Tenant fully and faithfully complies with all of the terms, covenants, and conditions of this Lease, any part of the Security Deposit not used or retained by Landlord under the terms of this Lease shall be returned to Tenant within thirty (30) days after the expiration of the Lease Term and after Tenant's delivery of possession of the Premises to Landlord. However, if at the expiration of the Lease Term there are any amounts that may be due from Tenant that have not yet been finally determined (for example, Rent for Operating Costs for the year in which the Lease Term expires) then Landlord may estimate the amounts which will be owed and deduct them from the Security Deposit. When the actual amounts are finally determined, an adjustment shall be made between Landlord and Tenant with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount actually owed by Tenant and Tenant shall receive reimbursement for any overpayments.

21. **GOVERNMENTAL REGULATIONS.** "ADA" shall mean the Americans with Disabilities Act of 1990, as amended or updated, and all similar present or future laws, together with all regulations promulgated under any of the laws. Tenant shall promptly comply with all laws, orders, and regulations of all county, municipal, state, federal, and other applicable governmental authorities, including ADA and all Environmental Laws. Tenant shall comply with all requirements of the Board of Fire Underwriters of the State of Florida or any other similar body affecting the Premises or Tenant's use of the Premises and shall not use the Premises in a manner that shall increase the rate of fire insurance or other insurance of Landlord. Notwithstanding the above, if the use of the Premises by Tenant increases any insurance rate concerning the Premises, Tenant shall reimburse Landlord for the additional costs.

22. **SIGNS.**

22.1 **Landlord's Consent Required.** Tenant will not place or permit to be placed or maintained on any portion of the Premises any signage or advertising matter of any kind, without first obtaining Landlord's written approval and consent.

22.2 **Exterior Alterations.** Any signs or other exterior alterations, including awnings, canopies, decorations, lettering, advertising matters, or other things as may be approved in writing by Landlord shall be maintained by Tenant in good condition and repair at all times and shall conform to the criteria established from time to time by Landlord for the Premises. Upon the expiration or sooner termination of this Lease, if Landlord shall so elect, Tenant at its own expense shall remove all signs and restore the exterior of Premises to its original condition. This obligation of Tenant shall survive the expiration or sooner termination of this Lease.

23. **BROKER.** Landlord and Tenant represent and warrant that they neither consulted nor negotiated with any broker or finder regarding the Premises. Landlord and Tenant agree to indemnify, defend, and save the

other harmless from and against any claims for broker's fees or commissions from anyone, including attorneys' fees incurred in defending any claim.

24. QUIET ENJOYMENT. Landlord covenants and agrees that, upon Tenant's paying Rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease, all existing matters of record, and all existing or future ground leases, underlying leases, mortgages, or deeds of trust encumbering the Premises.

25. ENVIRONMENTAL LAWS.

25.1 Compliance with Laws. Tenant's use of, and activities on, the Premises shall be conducted in compliance with all federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Commencement Date that control, classify, regulate, list or define Hazardous Materials ("Environmental Laws"). For purposes of this Lease, "Hazardous Materials" shall mean means any of the following, in any amount: (a) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (b) any radioactive substance; (c) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (d) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," or words of similar import in any federal, state or local statute, law, ordinance or regulation now existing or existing on or after the Commencement Date as the same may be interpreted by government offices and agencies. Tenant shall not use, generate, store or allow Hazardous Materials at the Premises. Tenant shall maintain the Premises in a "clean" condition during the Lease Term. As used in this section, the term "clean" shall mean that the Premises are in complete compliance with the Environmental Laws and this Lease.

25.2 Tenant's Breach. If Tenant breaches any of its obligations contained in this section or fails to notify Landlord of the release of any Hazardous Materials, then, in addition to all other rights and remedies available to Landlord, Landlord shall have the right to initiate a clean-up of the Premises, in which case Landlord shall be reimbursed by Tenant for, and indemnified by Tenant from, any and all costs, expenses, losses, and liabilities incurred in connection with any tests, investigations and the clean-up (including all reasonable attorneys' and consultants' fees) by Landlord. In the alternative, Landlord may require Tenant to clean up the Premises and to fully indemnify and hold Landlord harmless from any and all losses, liabilities, expenses (including but not limited to reasonable attorneys' and consultants' fees), and costs incurred by Landlord in connection with Tenant's clean up action. Notwithstanding anything in this section, Tenant agrees to pay, and shall indemnify defend, and hold Landlord harmless from and against, any and all losses, claims, liabilities, costs, and expenses (including reasonable attorneys' and consultants' fees) incurred by Landlord as a result of any breach by Tenant of its obligations under this section.

25.3 Survival. This article shall survive the expiration or sooner termination of this Lease.

26. END OF TERM.

26.1 Surrender Obligations. Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom-clean, except for reasonable wear and tear and damage by fire or other casualty covered by the property insurance carried or required to be carried by Landlord under this Lease and Tenant shall surrender all keys for the Premises to Landlord. Unless Landlord shall have consented in writing to Tenant's holding over, Tenant shall pay Base Rent in an amount which is twice the

Base Rent rate in effect at the end of the Lease Term for each month or portion of a month Tenant holds over. In addition, Tenant shall be liable to Landlord for all damages Landlord may suffer by reason of any holding over by Tenant, and Tenant shall indemnify, defend, and save Landlord harmless against all costs, claims, loss, or liability resulting from delay by Tenant in so surrendering the Premises. No holding over by Tenant or payments of money by Tenant to Landlord after the expiration of the Lease Term shall be construed to extend the Lease Term or prevent Landlord from immediate recovery of possession of the Premises.

26.2 Landlord's Property. The term "Landlord's Property" shall mean all fixtures, equipment, improvements, appurtenances, and carpeting attached to or built into the Building or other portion of the Premises at the Commencement Date or during the Lease Term, whether or not by or at the expense of Tenant, and any personal property in the Premises on the Commencement Date, unless the personal property was paid for by Tenant. All Alterations, whether temporary or permanent in character, including HVAC equipment, wall coverings, carpeting and other floor coverings, ceiling tiles, blinds and other window treatments, lighting fixtures and bulbs, built in or attached shelving, built in furniture, millwork, counter tops, cabinetry, all doors (both exterior and interior), bathroom fixtures, sinks, kitchen area improvements, and wall mirrors, made by Landlord or Tenant in or on the Premises shall be deemed Landlord's Property unless Landlord elects otherwise, in which case Landlord may require Tenant to remove such items. All of Landlord's Property shall be and remain a part of the Premises at the expiration or sooner termination of the Lease Term (without compensation to Tenant) and shall not be removed or replaced by Tenant without the prior written consent of Landlord.

26.3 Tenant's Property. The term "Tenant's Property" shall mean all moveable machinery and equipment, including moveable communications equipment and moveable office equipment, that are installed in the Premises by or for the account of Tenant without expense to Landlord and that can be removed without damage to the Premises, and all moveable furniture, merchandise, furnishings, and other articles of moveable personal property paid for by Tenant and located in the Premises.

26.4 Removal and Restoration Obligations. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of Tenant's Property, and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises caused by the removal. Any items of Tenant's Property that shall remain in the Premises after the expiration or sooner termination of the Lease Term, may, at the option of Landlord, be deemed to have been abandoned, and in that case, those items may be retained by Landlord as its property to be disposed of by Landlord, without accountability to Tenant or any other party, in the manner Landlord shall determine, at Tenant's expense.

27. ATTORNEYS' FEES. The prevailing Party in any litigation arising out of or in any manner relating to this Lease shall be entitled to recover from the losing Party reasonable attorneys' fees and costs.

28. NOTICES. Any notice required or permitted to be given under this Lease shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective Party at the Party's notice address. A notice shall be deemed to have been delivered and received on the earlier of (i) the date delivered by hand, (ii) the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or (iii) the third (3d) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. All notices must also be sent via e-mail. If any communication is returned to the addressor because it is refused, unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given.

29. **RADON GAS.** The following notification is provided under Section 404.056(6), Florida Statutes: "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."

30. **SUCCESSORS AND ASSIGNS; PERSONS BOUND.** This Lease shall bind and inure to the benefit of the heirs, personal representatives, administrators, and, except as otherwise provided, the successors or assigns of the Parties to this Lease.

31. **JURY WAIVER; COUNTERCLAIMS.** Landlord and Tenant waive trial by jury in any action, proceeding, or counterclaim brought by either of the Parties against the other involving any matter whatsoever arising out of or in any way connected with this Lease. Tenant further waives the right to interpose any permissive counterclaim of any nature in any action to obtain possession of the Premises.

32. **INTENTIONALLY OMITTED.**

33. **GENERAL PROVISIONS.**

33.1 **Construction of Language:** The words "including" and "include" when used in this Lease shall be deemed to mean "including, but not limited to," or "including without limitation." This Lease has been negotiated "at arm's-length" by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease shall not be more strictly construed against either Party by reason of the fact that one Party may have drafted this Lease. The headings of articles and sections in this Lease are for convenience only and shall not be relevant for purposes of interpretation of this Lease.

33.2 **Landlord's Consent/Approval.** Any reference to Landlord's consent or approval (or words of similar meaning) shall be deemed to require the prior written consent/approval of Landlord. Unless expressly set forth to the contrary in the relevant article or section of this Lease, Landlord shall have the right to withhold any such consent or approval in Landlord's sole and absolute discretion.

33.3 **Severability:** If any provision of this Lease or the application of a provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of the invalid or unenforceable provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and the remainder of this Lease shall otherwise remain in full force and effect. Moreover, the invalid or unenforceable provision shall be reformed, if possible, so as to accomplish most closely the intent of the Parties consistent with applicable law.

33.4 **Integration:** This Lease shall constitute the entire agreement of the Parties concerning the matters covered by this Lease. All prior understandings and agreements had between the Parties concerning those matters, including all preliminary negotiations, lease proposals, letters of intent, and similar documents, are merged into this Lease, which alone fully and completely expresses their understanding. No person, firm or entity has at any time had any authority from Landlord to make any representations or promises on behalf of Landlord, and Tenant expressly agrees that if any such representations or promises have been made by Landlord or others, Tenant waives all rights to rely on them.

33.5 **No Representations By Landlord.** Neither Landlord nor Landlord's agents have made any representations or promises concerning the physical condition of the Premises, Tenant's ability to use the

Premises for the uses permitted under this Lease, the area of the Premises or Building, or the manner of calculating such area, anticipated O&M Costs, or any other matter affecting or relating to the Premises, except as expressly set forth in this Lease and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease.

33.6 Amendment: This Lease may not be amended, modified, altered, or changed in any respect, except by further agreement in writing duly executed on behalf of Landlord and Tenant.

33.7 Exhibits and Riders: The following exhibits and riders attached to this Lease shall, by this reference, be incorporated into this Lease:

Exhibit "A" – Depiction of Premises

33.8 Fax and E-mail Transmissions: This Lease may be transmitted between the Parties by facsimile machine and e-mail. Landlord and Tenant intend that faxed or e-mailed signatures constitute original signatures and that a faxed or e-mailed Lease containing the signatures (original, e-mailed or faxed) of Landlord and Tenant is binding on Landlord and Tenant.

33.9 Counterparts: This Lease may be executed by the Parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the Parties.

33.10 Survival: Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease.

33.11 Recordation. Tenant shall not record this Lease or any memorandum, "short form", or other notice of this Lease without the prior written consent of Landlord. Landlord shall have the right to record this Lease or a short form thereof for the purpose of protecting its interests pursuant to the provisions of 713.10, Florida Statutes, and Tenant shall execute any such document promptly upon the request of Landlord.

33.12 Time is of the Essence. Time is of the essence as to all of the obligations of Tenant under this Lease.

33.13 Lease Not Binding Unless Executed. Submission by Landlord of this Lease for execution by Tenant shall not constitute an offer and shall confer no rights nor impose any obligations on either Party unless and until both Landlord and Tenant shall have executed and delivered this Lease.

33.14 Sovereign Immunity. Nothing contained herein shall cause or be construed as a waiver of the Landlord's sovereign immunity or limitations on liability beyond any limited waiver granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Lease shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the doctrine of sovereign immunity or by operation of law.

33.15 Ownership of Books and Records. Any books, documents, records, correspondence or other information kept or obtained by the Landlord or furnished by the Landlord to Tenant in connection with this Lease and any related records are property of the Landlord. Tenant agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, *Florida Statutes*

33.16 **Public Records.** Tenant agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by Tenant are "public records" which must be available to the public. Tenant agrees and acknowledges that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*. In accordance with applicable Florida law.

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the dates indicated below.

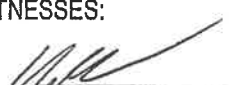
LANDLORD:

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

By: 
John Chiste, Chairman, Board of Supervisors

Date Executed: October 10, 2013

WITNESSES:

X 
Signature of Witness 1

Zachary Johnson
Print name of Witness 1

X 
Signature of Witness 2

George S. Flierl
Print name of Witness 2

TENANT:


EHOF REUNION, LLC,
a Florida limited liability company

By: 


Print: SAMUEL BAILEY

Title: AUTHORIZED SIGNATORY

Date Executed: October 10, 2013

X 
Signature of Witness 1

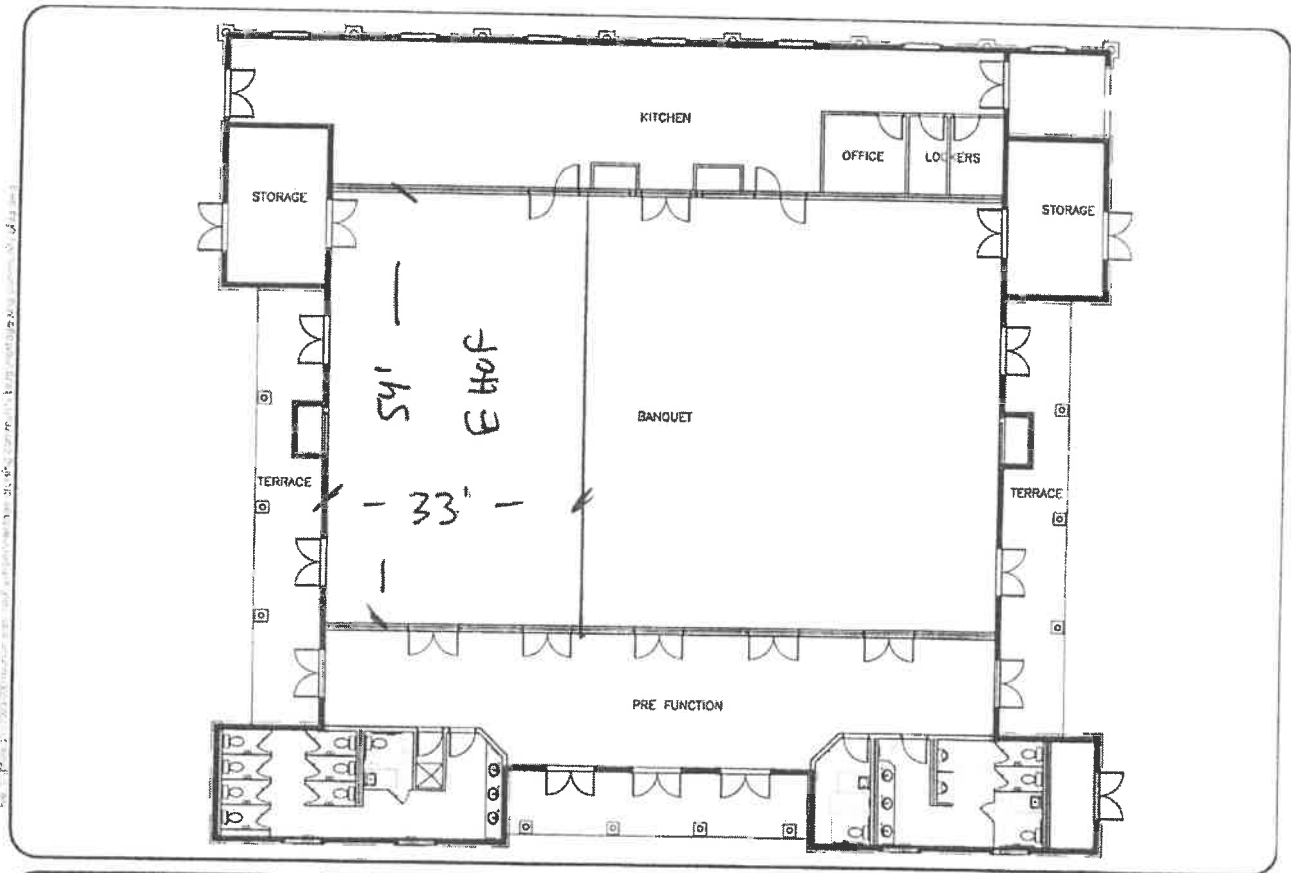
Zachary Johnson
Print name of Witness 1

X 
Signature of Witness 2

George S. Flierl
Print name of Witness 2

EXHIBIT "A"

DEPICTION OF PREMISES



BOYD CIVIL
ENGINEERING
1324 Highway 101, Suite 100
Carmichael, CA 95628
Tel: (916) 481-1111
Fax: (916) 481-1112
www.boydcivil.com

Heritage Crossing Community Building
Reunion East CDD

1/16" = 1'
Date: 10/4/13

FIRST AMENDMENT TO LEASE AGREEMENT

This FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 1st day of July, 2014 ("Effective Date") by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district ("Landlord") and **EHOF REUNION, LLC**, a Florida limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated October 10, 2013 for the premises commonly referred to as the Heritage Crossing Clubhouse located at 7715 Heritage Crossing Way, Reunion, Osceola County, Florida (the Lease Agreement and all addendums, amendments and/or restatements thereof, including, without limitation, this Amendment, shall hereinafter be referred to as the "Lease");

B. Landlord desires to lease to Tenant, and Tenant desires to rent and take from Landlord additional space within the Building on such terms and conditions as are more fully set forth below; and

C. All capitalized terms used but not defined herein shall have the meaning given to them in the Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants undertaken hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Landlord does hereby lease unto Tenant, and Tenant does hereby rent and take from Landlord additional space within the Building identified in the site plan, attached hereto and made a part hereof as Exhibit "A-1", measuring approximately 900 square feet (the "Additional Premises") commencing on March 1, 2014 and continuing through and until the expiration or earlier termination of the Lease Term (as defined in the original Lease Agreement). For purposes of clarity, the lease terms of the original Leased Premises and the Additional Premises are intended to be coterminous. The term "Premises" or "Leased Premises" as used in the Lease shall hereinafter include the Additional Premises.

2. The Initial Base Rent for the Additional Premises shall be \$15.00 per square foot. Base Rent for the Additional Premises shall be increased in the same manner as Base Rent for the original Leased Premises as set forth in Section 1.10 and Section 4 of the Lease. Except where the context clearly indicates otherwise, the term "Base Rent" as used in the Lease shall hereinafter include the Base Rent set forth above for the Additional Premises.

3. Section 5.2 of the Lease is hereby deleted in its entirety and replaced with the following:

5.2 Operating Costs. The term "Operating Costs" shall mean the real estate taxes and assessments related specifically to the Premises, as well as seventy five percent (75%) of (i)

the annual cost of Landlord's property insurance for the Building, and (ii) the monthly cost of all utility services provided to the Building. Beginning on the Commencement Date, and continuing through the expiration of the Lease Term, Tenant shall pay to Landlord the Operating Costs in accordance with the terms and provisions of this article, as Additional Rent.

4. Section 5.3 of the Lease is hereby deleted in its entirety and replaced with the following:

5.3 **Maintenance Costs.** The term "Maintenance Costs" shall mean seventy five percent (75%) of all costs related to Landlord's maintenance, repair, and/or replacement of any portion of the Premises or the Building. Beginning on the Commencement Date, and continuing through the expiration of the Lease Term, Tenant shall pay to Landlord the Maintenance Costs in accordance with the terms and provisions of this article, as Additional Rent.

5. The Recitals to this Amendment are hereby incorporated by reference into and made a part of this Amendment as though fully set forth herein.

6. Except as amended herein, all other terms of the Lease are hereby ratified and confirmed. If there is any inconsistency between provisions of this Amendment and provisions of the Lease, the provisions of this Amendment shall govern.

7. This Amendment may be executed in counterparts. Facsimiles and electronic versions shall serve as originals.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date(s) first above written.

LANDLORD:

WITNESSES:

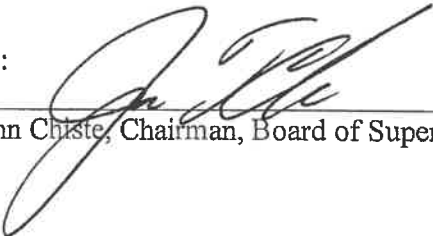
REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

X



Signature of Witness 1

Alan Scheerer
Print name of Witness 1

By:


John Chiste, Chairman, Board of Supervisors

X



Signature of Witness 2

George S. Flink
Print name of Witness 2

TENANT:

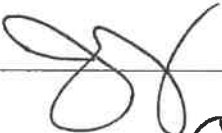
EHOF REUNION, LLC,
a Florida limited liability company

X


Signature of Witness 1

ALAN JACOBY
Print name of Witness 1

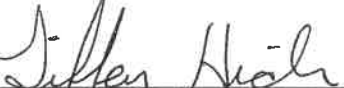
By:


Print: JANAI GREEDY

Title:

AUTHORIZED SIGNATORY

X


Signature of Witness 2

Tiffany Hidel
Print name of Witness 2

EXHIBIT "A-1"

SITE PLAN: ADDITIONAL PREMISES

1st Floor

KITCHEN

OFFICE

LOCKERS

STORAGE

STORAGE

27'

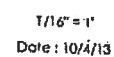
33'

BANQUET

TERRACE

TERRACE

PRE FUNCTION



SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement ("**Amendment**") is made and entered into this 3rd day of NOVEMBER, 2014 ("**Effective Date**") by and between **Reunion East Community Development District**, a Florida community development district ("**Landlord**") and **EHOF REUNION, LLC**, a Florida limited liability company ("**Tenant**").

RECITALS

A. Landlord and Tenant entered into that certain Lease Agreement dated October 10, 2013, as amended by that certain First Amendment to Lease Agreement dated July 1, 2014 (together with this Amendment, "**Lease**"), for the premises commonly referred to as the Heritage Crossing Clubhouse located at 7715 Heritage Crossing Way, Reunion, Osceola County, Florida.

B. Landlord and Tenant desire to extend the Term of the Lease.

C. All capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Lease.

In consideration of the mutual covenants set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals are true and correct and are hereby incorporated as a material part of this Amendment.

2. **Extension of Term.** The Term is hereby extended through December 31, 2017.

3. **Base Rent.** Section 1.10 is hereby deleted and replaced with the following, which: (a) corrects a scrivener's error in the original Section 1.10, (b) reflects the addition of the Additional Premises to the Lease in that certain First Amendment to Lease Agreement dated July 1, 2014, and (c) adds the following terms regarding rent for the extended Term:

1.10 **Base Rent:** Until March 1, 2014, Base Rent for the initial twelve (12) months of the Term (including any partial month in which the Lease commences) shall be based on the annual sum of \$27,000 (\$15 per square foot), payable in monthly installments of \$2,250, plus all applicable taxes thereon. After March 1, 2014, Base Rent for the remainder of the initial twelve (12) months of the Term shall be based on the annual sum of \$40,500 (\$15 per square foot), payable in monthly installments of \$3,375, plus all applicable taxes thereon. Base Rent for the second twelve (12) months of the Term shall be based on the annual sum of \$43,200 (\$16 per square foot), payable in monthly installments of \$3,600, plus all applicable taxes thereon. Base Rent for the third twelve (12) months of the Term shall be based on the annual sum of \$45,900 (\$17 per square foot), payable in monthly installments of \$3,825, plus all applicable taxes thereon. Base Rent for the remainder of the Term shall be based on the annual sum of \$48,600

(\$18 per square foot), payable in monthly installments of \$4,050, plus all applicable taxes thereon.

4. All Other Terms Remain Unchanged; Conflicts. All other terms of the Lease are hereby ratified and confirmed. If there is any inconsistency between provisions of this Amendment and provisions of the Lease, the provisions of this Amendment shall govern.

5. Counterparts, Copies, and Electronic Versions. This Amendment may be executed in counterparts. Facsimiles and electronic versions shall serve as originals.

[SIGNATURES ON NEXT PAGE]

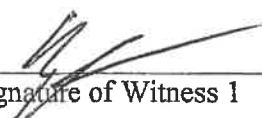
IN WITNESS WHEREOF, the parties hereby execute this Amendment as of the Effective Date.

Landlord:

Reunion East Community Development District,
a Florida community development district

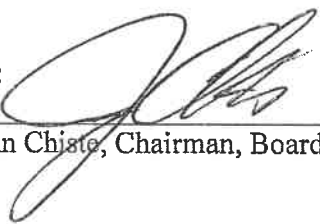
WITNESSES:

X

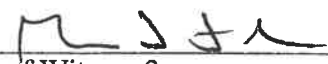

Signature of Witness 1

Zachary Johnson
Print name of Witness 1

By:


John Chiste, Chairman, Board of Supervisors

X

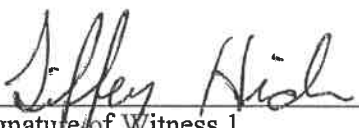

Signature of Witness 2

George S. Flierl
Print name of Witness 2

Tenant:

EHOF REUNION, LLC,
a Florida limited liability company

X


Signature of Witness 1


Tiffany Hider
Print name of Witness 1

By:

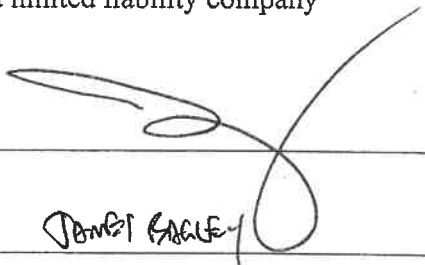
Print:

Title:

X


Signature of Witness 2

Nicole Wirth
Print name of Witness 2


Daniel Bagley
Manager

SECTION VII

Reunion East and West CDDs Action Items

Reunion East

| Item # | Meeting Assigned | Action Item | Assigned To: | Date Due | Status | Comments |
|--------|------------------|--|-----------------|----------|------------|---|
| 1 | 3/14/11 | Irrigation Turnover | Developer | | In Process | Awaiting TWA Response |
| 2 | 2/12/15 | Research Signalization of Reunion Entrance | Boyd | | In Process | District Engineer directed to solicit proposals |
| 3 | 8/13/15 | Horse Stable Options Evaluation | Flint/Carpenter | | In Process | District Engineer directed to pull requisitions determining original cost |
| 4 | 6/9/16 | Proposed Signage Policy | Carpenter/Flint | | On Hold | Draft Policy Circulated 6/9/16 |

Reunion West

| Item # | Meeting Assigned | Action Item | Assigned To: | Date Due | Status | Comments |
|--------|------------------|--|--------------|----------|------------|---|
| 1 | 8/11/16 | Research Signalization of Reunion Entrance | Boyd | | In Process | District Engineer directed to solicit proposals |
| 2 | 11/10/16 | Street Tree Plan | Scheerer | | In Process | |

1

2

Reunion East

Community Development District

Summary of Check Register

November 1, 2016 to November 30, 2016

| Fund | Date | Check No.'s | | Amount |
|---------------------------|----------------------|-------------|----|------------|
| General Fund | 11/3/16 | 3465 | \$ | 37.50 |
| | 11/4/16 | 3466-3469 | \$ | 67,457.76 |
| | 11/17/16 | 3470 | \$ | 8,385.54 |
| | 11/18/16 | 3471-3481 | \$ | 27,911.38 |
| | 11/20/16 | 3482-3486 | \$ | 17,183.64 |
| | 11/25/16 | 3487-3491 | \$ | 9,327.80 |
| | 11/27/16 | 3492-3493 | \$ | 300,407.51 |
| | 11/30/16 | 3494 | \$ | 761.00 |
| | | | \$ | 431,472.13 |
| Replacement & Maintenance | 11/25/16 | 11 | \$ | 31,812.00 |
| | 11/30/16 | 12-13 | \$ | 23,115.00 |
| | | | \$ | 54,927.00 |
| Payroll | <u>November 2016</u> | | | |
| | Bryan Arnold | 50332 | \$ | 183.87 |
| | Carlton Grant III | 50333 | \$ | 184.70 |
| | Donald Harding | 50034 | \$ | 184.70 |
| | John Chiste | 50335 | \$ | 184.70 |
| | Mark Greenstein | 50336 | \$ | 184.70 |
| | | | \$ | 922.67 |
| | | | \$ | 487,321.80 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|-------------------------------------|-------|-----------------------------------|---|-------------|--------|-----------|-----------------------------|
| 11/03/16 | 00074 | 9/30/16 157054A | 201609 300-13100-10100 AQUATIC PLANT SERV - SEPT | | * | 37.50 | |
| APPLIED AQUATIC MANAGEMENT, INC. | | | | | | | 37.50 003465 |
| 11/04/16 | 00018 | 11/01/16 1147745- | 201611 310-51300-49200 PROPERTY TAXES - 2016 | | * | 6.18 | |
| | | 11/01/16 1147752- | 201611 310-51300-49200 PROPERTY TAXES - 2016 | | * | 4.77 | |
| | | 11/01/16 1147753- | 201611 310-51300-49200 PROPERTY TAXES - 2016 | | * | 26.91 | |
| | | 11/01/16 1150149- | 201611 310-51300-49200 PROPERTY TAXES - 2016 | | * | 4.24 | |
| PATSY HEFFNER, TAX COLLECTOR | | | | | | | 42.10 003466 |
| 11/04/16 | 00054 | 11/01/16 2016NOV | 201611 320-53800-34500 SECURITY SERVICES NOV16 | | * | 7,350.00 | |
| | | 11/01/16 2016NOV | 201611 300-13100-10100 SECURITY SERVICES NOV16 | | * | 4,316.66 | |
| REUNION RESORT & CLUB MASTER ASSOC. | | | | | | | 11,666.66 003467 |
| 11/04/16 | 00070 | 9/13/16 9325 | 201609 320-53800-46200 REWIRE LIGHT AT PAVILLION | | * | 423.50 | |
| | | 9/13/16 9325 | 201609 300-13100-10100 REWIRE LIGHT AT PAVILLION | | * | 181.50 | |
| | | 10/31/16 10011 | 201610 320-53800-46200 REPLACED PHOTOCELL | | * | 45.36 | |
| | | 10/31/16 10011 | 201610 300-13100-10100 REPLACED PHOTOCELL | | * | 26.64 | |
| TERRY'S ELECTRIC INC | | | | | | | 677.00 003468 |
| 11/04/16 | 00030 | 11/01/16 137167 | 201611 330-53800-47300 LANDSCAPE CONTRACT-NOV16 | | * | 881.15 | |
| | | 11/01/16 137167 | 201611 320-53800-47300 LANDSCAPE CONTRACT-NOV16 | | * | 34,140.24 | |
| | | 11/01/16 137167 | 201611 300-13100-10100 LANDSCAPE CONTRACT-NOV16 | | * | 20,050.61 | |
| YELLOWSTONE LANDSCAPE | | | | | | | 55,072.00 003469 |
| 11/17/16 | 00049 | 11/02/16 393 | 201611 310-51300-34000 MANAGEMENT FEES NOV16 | | * | 3,582.08 | |
| | | 11/02/16 393 | 201611 310-51300-35100 INFORMATION TECH NOV16 | | * | 83.33 | |
| | | 11/02/16 393 | 201611 310-51300-35100 WEBSITE ADMIN NOV16 | | * | 100.00 | |
| | | 11/02/16 393 | 201611 310-51300-31300 DISSEMINATION FEE NOV16 | | * | 416.67 | |

REUE REUNION EAST TVISCARRA

| CHECK DATE | VEND# | INVOICE DATE | INVOICE INVOICE | EXPENSED TO... YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK... AMOUNT | # |
|---------------|-------|-----------------|--------------------|------------------------|-----------------|-------|-----|----------|-----------------------------------|--------|----------|--------------------|--------|
| | | 11/02/16 | 393 | 201611 | 310-51300-51000 | | | | | * | 20.78 | | |
| | | 11/02/16 | 393 | 201611 | 310-51300-42000 | | | | | * | 12.22 | | |
| | | 11/02/16 | 393 | 201611 | 310-51300-42500 | | | | | * | 104.40 | | |
| | | 11/02/16 | 393 | 201611 | 310-51300-41000 | | | | | * | 35.81 | | |
| | | 11/02/16 | 394 | 201611 | 320-53800-12000 | | | | | * | 4,030.25 | | |
| | | | | | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 8,385.54 | 003470 |
| 11/18/16 | 00092 | 10/31/16 | 10312016 | 201610 | 320-53800-41000 | | | | | * | 34.80 | | |
| | | 10/31/16 | 10312016 | 201610 | 300-13100-10100 | | | | | * | 20.43 | | |
| | | 10/31/16 | 10312016 | 201610 | 330-53800-41000 | | | | | * | 55.23 | | |
| | | 10/31/16 | 10312016 | 201610 | 330-53800-41000 | | | | | * | 55.23 | | |
| | | | | | | | | | REUNION RESORT | | | 165.69 | 003471 |
| 11/18/16 | 00074 | 10/31/16 | 157590 | 201610 | 320-53800-47000 | | | | | * | 78.75 | | |
| | | 10/31/16 | 157590 | 201610 | 300-13100-10100 | | | | | * | 46.25 | | |
| | | | | | | | | | APPLIED AQUATIC MANAGEMENT, INC. | | | 125.00 | 003472 |
| 11/18/16 | 00095 | 10/31/16 | S-89482 | 201610 | 320-53800-57400 | | | | | * | 2,374.47 | | |
| | | 10/31/16 | S-89482 | 201610 | 300-13100-10100 | | | | | * | 1,394.53 | | |
| | | 10/31/16 | S-89485 | 201610 | 320-53800-57400 | | | | | * | 1,785.42 | | |
| | | 10/31/16 | S-89485 | 201610 | 300-13100-10100 | | | | | * | 1,048.58 | | |
| | | 11/02/16 | S-89507 | 201610 | 320-53800-57400 | | | | | * | 661.03 | | |
| | | 11/02/16 | S-89507 | 201610 | 300-13100-10100 | | | | | * | 388.21 | | |
| | | | | | | | | | ACCESS CONTROL TECHNOLOGIES, INC. | | | 7,652.24 | 003473 |
| 11/18/16 | 00129 | 11/14/16 | 3979 | 201611 | 320-53800-46200 | | | | | * | 85.05 | | |
| | | 11/14/16 | 3979 | 201611 | 300-13100-10100 | | | | | * | 49.95 | | |
| | | | | | | | | | BERRY CONSTRUCTION INC. | | | 135.00 | 003474 |
| | | | | | | | | | REUE REUNION EAST TVISCARRA | | | | |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|----------------------|-------|-----------------------------------|--|--------------------------|--------|----------|---------------------------|
| | | 10/10/16 | 298575 201610 300-13100-10100 | REPAIR LEAK/RESTART PUMP | * | 96.94 | |
| | | 10/12/16 | 298823 201610 320-53800-46200 | RESET LOOSE PAVERS | * | 193.35 | |
| | | 10/12/16 | 298823 201610 300-13100-10100 | RESET LOOSE PAVERS | * | 113.55 | |
| | | 10/14/16 | 298625 201610 320-53800-46200 | INSTALL SEPERATION TANK | * | 454.23 | |
| | | 10/14/16 | 298625 201610 300-13100-10100 | INSTALL SEPERATION TANK | * | 266.77 | |
| | | 10/14/16 | 298626 201610 320-53800-46200 | REPAIR HOMESTEAD POOL | * | 151.48 | |
| | | 10/14/16 | 298626 201610 300-13100-10100 | REPAIR HOMESTEAD POOL | * | 88.97 | |
| | | 10/18/16 | 298661 201610 320-53800-46200 | REPAIR SPA THERAPY PUMP | * | 170.38 | |
| | | 10/18/16 | 298661 201610 300-13100-10100 | REPAIR SPA THERAPY PUMP | * | 100.07 | |
| | | 10/25/16 | 298850 201610 320-53800-46200 | REPAIR SPA B FILTER | * | 195.24 | |
| | | 10/25/16 | 298850 201610 300-13100-10100 | REPAIR SPA B FILTER | * | 114.66 | |
| | | 10/27/16 | 298886 201610 320-53800-46200 | INSTALL 3 LED SPA LIGHTS | * | 100.80 | |
| | | 10/27/16 | 298886 201610 300-13100-10100 | INSTALL 3 LED SPA LIGHTS | * | 59.20 | |
| SPIES POOL | | | | | | 2,966.55 | 003478 |
| 11/18/16 | 00154 | 11/01/16 | 5534 201611 320-53800-48000 | LANDSCAPE CONSULTING NOV | * | 2,047.50 | |
| | | 11/01/16 | 5534 201611 300-13100-10100 | LANDSCAPE CONSULTING NOV | * | 1,202.50 | |
| SUNSCAPE CONSULTING | | | | | | 3,250.00 | 003479 |
| 11/18/16 | 00070 | 10/25/16 | 9926 201610 320-53800-47200 | REPLACED BALLASTS/LAMPS | * | 718.83 | |
| | | 10/25/16 | 9926 201610 300-13100-10100 | REPLACED BALLASTS/LAMPS | * | 422.17 | |
| TERRY'S ELECTRIC INC | | | | | | 1,141.00 | 003480 |
| 11/18/16 | 00030 | 10/31/16 | 136110 201609 320-53800-46500 | IRRIGATION REPAIRS-SEP16 | * | 1,064.78 | |
| | | 10/31/16 | 136110 201609 300-13100-10100 | IRRIGATION REPAIRS-SEP16 | * | 456.33 | |
| | | 11/10/16 | 137221C 201611 320-53800-46200 | AQUATIC SERVICES-NOV16 | * | 3,888.36 | |

REUE REUNION EAST TVISCARRA

*** CHECK DATES 11/01/2016 - 11/30/2016 ***

REUNION EAST-GENERAL FUND
BANK A REUNION EAST CDD

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|----------------|-------|-----------------------------------|--|-------------------------------|--------|-----------|---------------------------|
| | | 11/10/16 137221C | 201611 300-13100-10100 | AQUATIC SERVICES-NOV16 | * | 2,283.64 | |
| | | | | YELLOWSTONE LANDSCAPE | | | 7,693.11 003481 |
| 11/20/16 00103 | | 11/20/16 11202016 | 201611 300-20700-10000 | FY16 DEBT SERVICE SER15A | * | 13,927.30 | |
| | | | | REUNION EAST CDD C/O USBANK | | | 13,927.30 003482 |
| 11/20/16 00103 | | 11/20/16 11202016 | 201611 300-20700-10500 | FY16 DEBT SERVICE SER15-1 | * | 143.87 | |
| | | | | REUNION EAST CDD C/O USBANK | | | 143.87 003483 |
| 11/20/16 00101 | | 11/20/16 11202016 | 201611 300-20700-10100 | EXPENSES DUE TO RW SEPT16 | * | 1,452.74 | |
| | | | | REUNION WEST CDD | | | 1,452.74 003484 |
| 11/20/16 00103 | | 11/20/16 11202016 | 201611 300-20700-10000 | FY16 DEBT SERVICE SER15A | * | 1,642.76 | |
| | | | | REUNION EAST CDD C/O USBANK | | | 1,642.76 003485 |
| 11/20/16 00103 | | 11/20/16 11202016 | 201611 300-20700-10500 | FY16 DEBT SERVICE SER15-1 | * | 16.97 | |
| | | | | REUNION EAST CDD C/O USBANK | | | 16.97 003486 |
| 11/25/16 00129 | | 11/18/16 3982 | 201611 320-53800-53000 | REMOVE PAVERS/TREE ROOTS | * | 166.95 | |
| | | 11/18/16 3982 | 201611 300-13100-10100 | REMOVE PAVERS/TREE ROOTS | * | 98.05 | |
| | | 11/18/16 3983 | 201611 320-53800-47500 | PRESSURE WASH PERGOLA | * | 378.00 | |
| | | 11/18/16 3983 | 201611 300-13100-10100 | PRESSURE WASH PERGOLA | * | 222.00 | |
| | | | | BERRY CONSTRUCTION INC. | | | 865.00 003487 |
| 11/25/16 00097 | | 11/10/16 72996 | 201611 320-53800-43200 | PROPANE DELIVERY | * | 1,878.31 | |
| | | 11/10/16 72996 | 201611 300-13100-10100 | PROPANE DELIVERY | * | 1,103.14 | |
| | | | | CENTRAL FLORIDA PROPANE, INC. | | | 2,981.45 003488 |
| 11/25/16 00153 | | 11/11/16 082725 | 201611 320-53800-57400 | ALUM GATE & FENCE INSTALL | * | 677.25 | |
| | | 11/11/16 082725 | 201611 300-13100-10100 | ALUM GATE & FENCE INSTALL | * | 397.75 | |
| | | | | CHAPCO FENCE, LLC | | | 1,075.00 003489 |

REUE REUNION EAST TVISCARRA

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|--------------------|-------|-----------------------------------|--|-------------|--------|------------|-----------------------------|
| 11/25/16 | 00010 | 11/15/16 5-611-38 | 201611 310-51300-42000 | | * | 213.72 | |
| | | DELIVERY 11/4/16 | | | | | |
| | | | FEDEX | | | | 213.72 003490 |
| 11/25/16 | 00119 | 11/11/16 74972 | 201610 310-51300-31500 | | * | 3,625.63 | |
| | | ASSESS ROLL/METHOD/HS OPT | | | | | |
| | | 11/11/16 74973 | 201610 310-51300-31500 | | * | 567.00 | |
| | | REV SURVEY/REV SETTLEMENT | | | | | |
| | | | LATHAM,SHUKER,EDEN & BEAUDINE,LLP | | | | 4,192.63 003491 |
| 11/27/16 | 00103 | 11/26/16 11262016 | 201611 300-20700-10000 | | * | 297,336.40 | |
| | | FY17 DEBT SERVICE SER15A | | | | | |
| | | | REUNION EAST CDD C/O USBANK | | | | 297,336.40 003492 |
| 11/27/16 | 00103 | 11/26/16 11262016 | 201611 300-20700-10500 | | * | 3,071.11 | |
| | | FY17 DEBT SERVICE SER15-1 | | | | | |
| | | | REUNION EAST CDD C/O USBANK | | | | 3,071.11 003493 |
| 11/30/16 | 00129 | 9/22/16 3946 | 201609 320-53800-46200 | | * | 298.20 | |
| | | INSTALL LEVER HANDLE LOCK | | | | | |
| | | 9/22/16 3946 | 201609 300-13100-10100 | | * | 127.80 | |
| | | INSTALL LEVER HANDLE LOCK | | | | | |
| | | 9/22/16 3947 | 201609 320-53800-46200 | | * | 234.50 | |
| | | REINST.8 PAVERS/SUBGRADE | | | | | |
| | | 9/22/16 3947 | 201609 300-13100-10100 | | * | 100.50 | |
| | | REINST.8 PAVERS/SUBGRADE | | | | | |
| | | | BERRY CONSTRUCTION INC. | | | | 761.00 003494 |
| TOTAL FOR BANK A | | | | | | 431,472.13 | |
| TOTAL FOR REGISTER | | | | | | 431,472.13 | |

REUE REUNION EAST TVISCARRA

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|---------------------------|--------|-----------|----------------------------|
| 11/25/16 | 00006 | 9/12/16 297731 | 201609 320-53800-64000 | RESURF/RETILE/LED POOL&WP | * | 17,811.36 | |
| | | 9/12/16 297731 | 201609 300-13100-10100 | RESURF/RETILE/LED POOL&WP | * | 10,460.64 | |
| | | 9/14/16 297732 | 201609 320-53800-64000 | RESURF/RETILE/LED POOL&WP | * | 2,230.20 | |
| | | 9/14/16 297732 | 201609 300-13100-10100 | RESURFACE/RETILE/LED SPA | * | 1,309.80 | |
| | | | | RESURFACE/RETILE/LED SPA | | | |
| | | | | SPIES POOL, LLC | | | 31,812.00 000011 |
| 11/30/16 | 00001 | 9/30/16 3948 | 201609 320-53800-61000 | PAINT RESTROOM/RPL TREL. | * | 2,180.50 | |
| | | 9/30/16 3948 | 201609 300-13100-10100 | PAINT RESTROOM/RPL TREL. | * | 934.50 | |
| | | | | BERRY CONSTRUCTION INC. | | | 3,115.00 000012 |
| 11/30/16 | 00008 | 11/16/16 161180 | 201611 320-53800-47300 | SECT.4-PRUNE 92 OAKS | * | 6,300.00 | |
| | | 11/16/16 161180 | 201611 300-13100-10100 | SECT.4-PRUNE 92 OAKS | * | 3,700.00 | |
| | | 11/16/16 161180 | 201611 320-53800-47300 | SECT.5-PRUNE 91 OAKS | * | 6,300.00 | |
| | | 11/16/16 161180 | 201611 300-13100-10100 | SECT.5-PRUNE 91 OAKS | * | 3,700.00 | |
| | | | | ENVIRO TREE SERVICE LLC | | | 20,000.00 000013 |
| | | | | TOTAL FOR BANK C | | 54,927.00 | |
| | | | | TOTAL FOR REGISTER | | 54,927.00 | |

REUE REUNION EAST TVISCARRA

Reunion East
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
October 31, 2016

| | General | Replacement & Maintenance | Debt Service | Capital Projects | (Memorandum Only) 2017 |
|--|------------------|------------------------------|--------------------|---------------------|---------------------------|
| ASSETS: | | | | | |
| CASH | \$405,894 | \$327,927 | --- | --- | \$733,820 |
| CUSTODY ACCOUNT | \$459,821 | --- | --- | --- | \$459,821 |
| STATE BOARD OF ADMINISTRATION | --- | \$2,511,677 | --- | --- | \$2,511,677 |
| ASSESSMENT RECEIVABLE | --- | --- | \$15,731 | --- | \$15,731 |
| INVESTMENTS | | | | | |
| SERIES 2002A-2 | | | | | |
| Reserve | --- | --- | \$3 | --- | \$3 |
| Revenue | --- | --- | \$170,040 | --- | \$170,040 |
| SERIES 2005 | | | | | |
| Reserve | --- | --- | \$4 | --- | \$4 |
| Revenue | --- | --- | \$223,468 | --- | \$223,468 |
| Construction | --- | --- | --- | \$10 | \$10 |
| SERIES 2015A | | | | | |
| Reserve | --- | --- | \$175,000 | --- | \$175,000 |
| Revenue | --- | --- | \$775,123 | --- | \$775,123 |
| Interest | --- | --- | \$6 | --- | \$6 |
| Prepayment | --- | --- | \$1,822 | --- | \$1,822 |
| SERIES 2015-1 | | | | | |
| Reserve | --- | --- | \$345,275 | --- | \$345,275 |
| Revenue | --- | --- | \$291,564 | --- | \$291,564 |
| Prepayment | --- | --- | \$4,841 | --- | \$4,841 |
| SERIES 2015-2 | | | | | |
| Reserve | --- | --- | \$374,013 | --- | \$374,013 |
| Revenue | --- | --- | \$272,505 | --- | \$272,505 |
| Prepayment | --- | --- | \$3,305 | --- | \$3,305 |
| SERIES 2015-3 | | | | | |
| Reserve | --- | --- | --- | --- | \$0 |
| Revenue | --- | --- | \$115,669 | --- | \$115,669 |
| DUE FROM DEVELOPER | \$7,182 | --- | --- | --- | \$7,182 |
| DUE FROM REUNION WEST | \$64,464 | \$16,102 | --- | --- | \$80,567 |
| DUE FROM GENERAL FUND | --- | --- | \$5,000 | --- | \$5,000 |
| DUE FROM OTHER | \$3,353 | --- | --- | --- | \$3,353 |
| TOTAL ASSETS | \$940,714 | \$2,855,706 | \$2,773,367 | \$10 | \$6,569,796 |
| LIABILITIES: | | | | | |
| ACCOUNTS PAYABLE | \$24,291 | \$34,927 | --- | --- | \$59,218 |
| CONTRACTS PAYABLE | \$1,323 | --- | --- | --- | \$1,323 |
| CUSTOMER DEPOSIT | \$15,000 | --- | --- | --- | \$15,000 |
| DUE TO DEBT 2015A | \$20,570 | --- | --- | --- | \$20,570 |
| DUE TO DEBT 2015-1 | \$161 | --- | --- | --- | \$161 |
| DUE TO REUNION WEST | \$11,167 | --- | --- | --- | \$11,167 |
| ACCRUED INTEREST PAYABLE 2002A-2 | --- | --- | \$1,468,196 | --- | \$1,468,196 |
| ACCRUED PRINCIPAL PAYABLE 2002A-2 | --- | --- | \$1,300,000 | --- | \$1,300,000 |
| ACCRUED INTEREST PAYABLE 2005 | --- | --- | \$1,015,000 | --- | \$1,015,000 |
| ACCRUED PRINCIPAL PAYABLE 2005 | --- | --- | \$755,000 | --- | \$755,000 |
| FUND EQUITY: | | | | | |
| FUND BALANCES: | | | | | |
| ASSIGNED | \$242,752 | \$2,820,779 | --- | --- | \$3,063,531 |
| UNASSIGNED | \$625,451 | --- | --- | --- | \$625,451 |
| RESTRICTED FOR DEBT SERVICE 2002A-2 | --- | --- | (\$2,598,154) | --- | (\$2,598,154) |
| RESTRICTED FOR DEBT SERVICE 2005 | --- | --- | (\$1,546,528) | --- | (\$1,546,528) |
| RESTRICTED FOR DEBT SERVICE 2015A | --- | --- | \$972,520 | --- | \$972,520 |
| RESTRICTED FOR DEBT SERVICE 2015-1 | --- | --- | \$641,841 | --- | \$641,841 |
| RESTRICTED FOR DEBT SERVICE 2015-2 | --- | --- | \$649,823 | --- | \$649,823 |
| RESTRICTED FOR DEBT SERVICE 2015-3 | --- | --- | \$115,669 | --- | \$115,669 |
| RESTRICTED FOR CAPITAL PROJECTS | --- | --- | --- | \$10 | \$10 |
| TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS | \$940,714 | \$2,855,706 | \$2,773,367 | \$10 | \$6,569,796 |

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

| | ADOPTED BUDGET | PRORATED BUDGET THRU 10/31/16 | ACTUAL THRU 10/31/16 | VARIANCE |
|--|--------------------|----------------------------------|-------------------------|-----------------|
| <u>REVENUES:</u> | | | | |
| Special Assessments - Tax Collector | \$1,092,735 | \$0 | \$0 | \$0 |
| Special Assessments - Direct | \$932,027 | \$0 | \$1,848 | \$1,848 |
| Interest | \$250 | \$21 | \$38 | \$17 |
| Miscellaneous Income | \$5,964 | \$497 | \$0 | (\$497) |
| Rental Income - Base | \$47,923 | \$3,994 | \$3,825 | (\$169) |
| Rental Income - Operating Expenses/CAM | \$42,338 | \$3,528 | \$3,089 | (\$439) |
| TOTAL REVENUES | \$2,121,239 | \$8,040 | \$8,800 | \$760 |
| <u>EXPENDITURES:</u> | | | | |
| <u>ADMINISTRATIVE:</u> | | | | |
| Supervisor Fees | \$12,000 | \$1,000 | \$1,000 | \$0 |
| FICA | \$918 | \$77 | \$77 | \$0 |
| Engineering | \$6,000 | \$500 | \$549 | (\$49) |
| Attorney | \$35,000 | \$2,917 | \$4,193 | (\$1,276) |
| Trustee Fees | \$22,000 | \$0 | \$0 | \$0 |
| Arbitrage | \$3,600 | \$0 | \$0 | \$0 |
| Collection Agent | \$5,000 | \$5,000 | \$5,000 | \$0 |
| Dissemination | \$5,000 | \$417 | \$417 | (\$0) |
| Property Appraiser Fee | \$1,000 | \$0 | \$0 | \$0 |
| Property Taxes | \$400 | \$0 | \$0 | \$0 |
| Annual Audit | \$5,400 | \$0 | \$0 | \$0 |
| District Management Fees | \$42,985 | \$3,582 | \$3,582 | \$0 |
| Information Technology | \$2,200 | \$183 | \$183 | \$0 |
| Telephone | \$300 | \$25 | \$0 | \$25 |
| Postage | \$3,500 | \$292 | \$298 | (\$7) |
| Printing & Binding | \$2,500 | \$208 | \$213 | (\$4) |
| Insurance | \$14,600 | \$14,600 | \$13,453 | \$1,147 |
| Legal Advertising | \$1,500 | \$125 | \$0 | \$125 |
| Other Current Charges | \$600 | \$50 | \$0 | \$50 |
| Office Supplies | \$500 | \$42 | \$21 | \$21 |
| Travel Per Diem | \$500 | \$42 | \$0 | \$42 |
| Dues, Licenses & Subscriptions | \$175 | \$175 | \$175 | \$0 |
| TOTAL ADMINISTRATIVE | \$165,677 | \$29,234 | \$29,160 | \$73 |
| <u>MAINTENANCE-SHARED EXPENSES:</u> | | | | |
| Field Management | \$48,363 | \$4,030 | \$4,030 | \$0 |
| Facility Lease Agreement | \$36,823 | \$3,069 | \$0 | \$3,069 |
| Telephone | \$5,600 | \$467 | \$426 | \$40 |
| Electric | \$406,000 | \$33,833 | \$30,914 | \$2,920 |
| Water & Sewer | \$43,400 | \$3,617 | \$3,884 | (\$268) |
| Gas | \$63,000 | \$5,250 | \$417 | \$4,833 |
| Pool & Fountain Maintenance | \$122,500 | \$10,208 | \$8,639 | \$1,569 |
| Environmental | \$7,000 | \$583 | \$162 | \$421 |
| Property Insurance | \$30,100 | \$30,100 | \$28,944 | \$1,156 |
| Irrigation Repairs | \$8,750 | \$729 | \$0 | \$729 |
| Landscape Contract | \$543,403 | \$45,284 | \$34,140 | \$11,143 |
| Landscape Contingency | \$27,178 | \$2,265 | \$0 | \$2,265 |
| Landscape Consulting | \$27,300 | \$2,275 | \$2,048 | \$228 |
| Gate and Gatehouse Expenses | \$22,400 | \$1,867 | \$5,314 | (\$3,448) |
| Roadways/Sidewalks | \$32,480 | \$2,707 | \$0 | \$2,707 |
| Lighting | \$5,600 | \$467 | \$1,344 | (\$878) |
| MSA Building Repairs | \$28,000 | \$2,333 | \$2,192 | \$141 |
| Pressure Washing | \$28,000 | \$2,333 | \$0 | \$2,333 |
| Maintenance (Inspections) | \$1,225 | \$102 | \$0 | \$102 |
| Pest Control | \$508 | \$42 | \$0 | \$42 |
| Security | \$98,000 | \$8,167 | \$7,350 | \$817 |
| <u>COMMUNITY CENTER:</u> | | | | |
| Landscape | \$16,000 | \$1,333 | \$881 | \$452 |
| Telephone | \$1,500 | \$125 | \$110 | \$15 |
| Electric | \$33,000 | \$2,750 | \$2,600 | \$150 |
| Water & Sewer | \$4,200 | \$350 | \$146 | \$204 |
| Gas | \$500 | \$42 | \$25 | \$17 |
| Maintenance (Inspections) | \$1,250 | \$104 | \$0 | \$104 |
| <u>MAINTENANCE-DIRECT EXPENSES:</u> | | | | |
| Irrigation System Operations | \$100,000 | \$8,333 | \$0 | \$8,333 |
| Operating Reserves | \$100,000 | \$8,333 | \$0 | \$8,333 |
| Transfer Out | \$113,482 | \$0 | \$0 | \$0 |
| TOTAL MAINTENANCE | \$1,955,562 | \$181,098 | \$133,568 | \$47,530 |
| TOTAL EXPENDITURES | \$2,121,239 | \$210,332 | \$162,728 | \$47,604 |
| EXCESS REVENUES (EXPENDITURES) | \$0 | | (\$153,929) | |
| FUND BALANCE - Beginning | \$0 | | \$1,022,131 | |
| FUND BALANCE - Ending | \$0 | | \$868,203 | |

Reunion East
COMMUNITY DEVELOPMENT DISTRICT
REPLACEMENT & MAINTENANCE FUND
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

REVENUES:

| | | | | |
|-------------|-----------|-------|---------|---------|
| Transfer In | \$113,482 | \$0 | \$0 | \$0 |
| Interest | \$5,000 | \$417 | \$1,841 | \$1,424 |

| | | | | |
|-----------------------|------------------|--------------|----------------|----------------|
| TOTAL REVENUES | \$118,482 | \$417 | \$1,841 | \$1,424 |
|-----------------------|------------------|--------------|----------------|----------------|

EXPENDITURES:

| | | | | |
|----------------------------|----------|---------|-----|---------|
| Building Improvements | \$84,700 | \$7,058 | \$0 | \$7,058 |
| Pool Furniture | \$7,700 | \$642 | \$0 | \$642 |
| Pool Repair & Replacements | \$24,500 | \$2,042 | \$0 | \$2,042 |
| Landscape Improvements | \$49,000 | \$4,083 | \$0 | \$4,083 |

| | | | | |
|---------------------------|------------------|-----------------|------------|-----------------|
| TOTAL EXPENDITURES | \$165,900 | \$13,825 | \$0 | \$13,825 |
|---------------------------|------------------|-----------------|------------|-----------------|

| | | | | |
|---------------------------------------|-------------------|----------------|--|--|
| EXCESS REVENUES (EXPENDITURES) | (\$47,418) | \$1,841 | | |
|---------------------------------------|-------------------|----------------|--|--|

| | | | | |
|---------------------------------|--------------------|--------------------|--|--|
| FUND BALANCE - Beginning | \$3,309,032 | \$2,818,938 | | |
|---------------------------------|--------------------|--------------------|--|--|

| | | | | |
|------------------------------|--------------------|--------------------|--|--|
| FUND BALANCE - Ending | \$3,261,614 | \$2,820,779 | | |
|------------------------------|--------------------|--------------------|--|--|

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2002A-2
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

| | ADOPTED BUDGET | PRORATED THRU 10/31/16 | ACTUAL THRU 10/31/16 | VARIANCE |
|--|-------------------|---------------------------|-------------------------|-------------|
| REVENUES: | | | | |
| Special Assessments | \$0 | \$0 | \$0 | \$0 |
| Interest | \$0 | \$0 | \$15 | \$15 |
| TOTAL REVENUES | \$0 | \$0 | \$15 | \$15 |
| EXPENDITURES: | | | | |
| Interest Expense 11/01 | \$0 | \$0 | \$0 | \$0 |
| Principal Expense 05/01 | \$0 | \$0 | \$0 | \$0 |
| Interest Expense 05/01 | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$0 | \$0 | \$0 | \$0 |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Transfer In (Out) | \$0 | \$0 | \$0 | \$0 |
| Other Debt Service Costs | \$0 | \$0 | \$0 | \$0 |
| TOTAL OTHER | \$0 | \$0 | \$0 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | \$0 | | \$15 | |
| FUND BALANCE - Beginning | \$0 | | (\$2,598,169) | |
| FUND BALANCE - Ending | \$0 | | (\$2,598,154) | |

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2005
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

| | ADOPTED BUDGET | PRORATED THRU 10/31/16 | ACTUAL THRU 10/31/16 | VARIANCE |
|--|-------------------|---------------------------|-------------------------|-------------|
| REVENUES: | | | | |
| Special Assessments | \$0 | \$0 | \$0 | \$0 |
| Interest | \$0 | \$0 | \$18 | \$18 |
| TOTAL REVENUES | \$0 | \$0 | \$18 | \$18 |
| EXPENDITURES: | | | | |
| Interest Expense 11/01 | \$0 | \$0 | \$0 | \$0 |
| Principal Expense 05/01 | \$0 | \$0 | \$0 | \$0 |
| Interest Expense 05/01 | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$0 | \$0 | \$0 | \$0 |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Transfer In (Out) | \$0 | \$0 | \$0 | \$0 |
| Other Debt Service Costs | \$0 | \$0 | \$0 | \$0 |
| TOTAL OTHER | \$0 | \$0 | \$0 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | \$0 | | \$18 | |
| FUND BALANCE - Beginning | \$0 | | (\$1,546,546) | |
| FUND BALANCE - Ending | \$0 | | (\$1,546,528) | |

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015A
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

REVENUES:

Special Assessments - Tax Collector
Interest

| | | | |
|-------------|-----|-----|-------|
| \$2,568,595 | \$0 | \$0 | \$0 |
| \$100 | \$8 | \$5 | (\$4) |

TOTAL REVENUES

| | | | |
|-------------|-----|-----|-------|
| \$2,568,695 | \$8 | \$5 | (\$4) |
|-------------|-----|-----|-------|

EXPENDITURES:

Interest Expense 11/01
Principal Expense 05/01
Interest Expense 05/01

| | | | |
|-------------|-----|-----|-----|
| \$714,525 | \$0 | \$0 | \$0 |
| \$1,170,000 | \$0 | \$0 | \$0 |
| \$714,525 | \$0 | \$0 | \$0 |

TOTAL EXPENDITURES

| | | | |
|-------------|-----|-----|-----|
| \$2,599,050 | \$0 | \$0 | \$0 |
|-------------|-----|-----|-----|

OTHER FINANCING SOURCES (USES)

Transfer In (Out)
Other Debt Service Costs

| | | | |
|-----|-----|-----|-----|
| \$0 | \$0 | \$0 | \$0 |
| \$0 | \$0 | \$0 | \$0 |

TOTAL OTHER

| | | | |
|-----|-----|-----|-----|
| \$0 | \$0 | \$0 | \$0 |
|-----|-----|-----|-----|

EXCESS REVENUES (EXPENDITURES)

| | |
|------------|-----|
| (\$30,355) | \$5 |
|------------|-----|

FUND BALANCE - Beginning

| | |
|-----------|-----------|
| \$776,940 | \$972,516 |
|-----------|-----------|

FUND BALANCE - Ending

| | |
|-----------|-----------|
| \$746,585 | \$972,520 |
|-----------|-----------|

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-1
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

| | ADOPTED BUDGET | PRORATED THRU 10/31/16 | ACTUAL THRU 10/31/16 | VARIANCE |
|--|-------------------|---------------------------|-------------------------|------------|
| REVENUES: | | | | |
| Special Assessments - Tax Collector | \$26,531 | \$0 | \$0 | \$0 |
| Special Assessments - Direct Billed | \$664,019 | \$5,053 | \$5,053 | \$0 |
| Interest | \$0 | \$0 | \$3 | \$3 |
| TOTAL REVENUES | \$690,550 | \$5,053 | \$5,056 | \$3 |
| EXPENDITURES: | | | | |
| Interest Expense 11/01 | \$228,525 | \$0 | \$0 | \$0 |
| Principal Expense 05/01 | \$230,000 | \$0 | \$0 | \$0 |
| Interest Expense 05/01 | \$228,525 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$687,050 | \$0 | \$0 | \$0 |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Transfer In (Out) | \$0 | \$0 | \$0 | \$0 |
| Other Debt Service Costs | \$0 | \$0 | \$0 | \$0 |
| TOTAL OTHER | \$0 | \$0 | \$0 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | \$3,500 | | \$5,056 | |
| FUND BALANCE - Beginning | \$294,746 | | \$636,785 | |
| FUND BALANCE - Ending | \$298,246 | | \$641,841 | |

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-2
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

| | ADOPTED BUDGET | PRORATED THRU 10/31/16 | ACTUAL THRU 10/31/16 | VARIANCE |
|--|-------------------|---------------------------|-------------------------|------------|
| REVENUES: | | | | |
| Special Assessments - Direct Billed | \$748,025 | \$0 | \$0 | \$0 |
| Interest | \$0 | \$0 | \$3 | \$3 |
| TOTAL REVENUES | \$748,025 | \$0 | \$3 | \$3 |
| EXPENDITURES: | | | | |
| Interest Expense 11/01 | \$272,415 | \$0 | \$0 | \$0 |
| Principal Expense 05/01 | \$205,000 | \$0 | \$0 | \$0 |
| Interest Expense 05/01 | \$272,415 | \$0 | \$0 | \$0 |
| Special Call 05/01 | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$749,830 | \$0 | \$0 | \$0 |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Transfer In (Out) | \$0 | \$0 | \$0 | \$0 |
| Other Debt Service Costs | \$0 | \$0 | \$0 | \$0 |
| TOTAL OTHER | \$0 | \$0 | \$0 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | (\$1,805) | | \$3 | |
| FUND BALANCE - Beginning | \$276,696 | | \$649,820 | |
| FUND BALANCE - Ending | \$274,891 | | \$649,823 | |

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Debt Service 2015-3
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

| | ADOPTED BUDGET | PRORATED THRU 10/31/16 | ACTUAL THRU 10/31/16 | VARIANCE |
|--|-------------------|---------------------------|-------------------------|------------|
| REVENUES: | | | | |
| Special Assessments - Direct Billed | \$336,265 | \$0 | \$0 | \$0 |
| Interest | \$0 | \$0 | \$1 | \$1 |
| TOTAL REVENUES | \$336,265 | \$0 | \$1 | \$1 |
| EXPENDITURES: | | | | |
| Interest Expense 11/01 | \$112,530 | \$0 | \$0 | \$0 |
| Principal Expense 05/01 | \$115,000 | \$0 | \$0 | \$0 |
| Interest Expense 05/01 | \$112,530 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$340,060 | \$0 | \$0 | \$0 |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Transfer In (Out) | \$0 | \$0 | \$0 | \$0 |
| Other Debt Service Costs | \$0 | \$0 | \$0 | \$0 |
| TOTAL OTHER | \$0 | \$0 | \$0 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | (\$3,795) | | \$1 | |
| FUND BALANCE - Beginning | \$115,275 | | \$115,668 | |
| FUND BALANCE - Ending | \$111,480 | | \$115,669 | |

Reunion East
COMMUNITY DEVELOPMENT DISTRICT

Capital Projects
Statement of Revenues & Expenditures
For The Period Ending October 31, 2016

| | SERIES 2015A | SERIES 2005 | SERIES 2015-1 | TOTAL |
|--|-----------------|----------------|------------------|-------------|
| REVENUES: | | | | |
| Interest | \$0 | \$0 | \$0 | \$0 |
| TOTAL REVENUES | \$0 | \$0 | \$0 | \$0 |
| EXPENDITURES: | | | | |
| Capital Outlay | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$0 | \$0 | \$0 | \$0 |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Transfer In (Out) | \$0 | \$0 | \$0 | \$0 |
| TOTAL OTHER | \$0 | \$0 | \$0 | \$0 |
| EXCESS REVENUES (EXPENDITURES) | \$0 | \$0 | \$0 | \$0 |
| FUND BALANCE - Beginning | \$0 | \$10 | \$0 | \$10 |
| FUND BALANCE - Ending | \$0 | \$10 | \$0 | \$10 |

Month to Month

[illegible]

Reunion East CDD Month to Month

[illegible]

| Date Received | Dist. | Gross Assessments Received | Discounts/ Penalties | Commissions Paid | Interest Income | Net Amount Received | General Fund 29.65% | 2015A Debt Svc Fund 69.63% | 2015-1 Debt Svc Fund 0.72% | Total 100% |
|---------------|-------|----------------------------|----------------------|------------------|-----------------|---------------------|------------------------|----------------------------------|----------------------------------|---------------|
| 11/25/16 | ACH | \$ 453,878.84 | \$ 18,155.40 | \$ 8,714.48 | \$ - | \$ 427,008.96 | \$ 126,601.45 | \$ 297,336.40 | \$ 3,071.11 | \$ 427,008.96 |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - |
| Totals | | \$ 453,878.84 | \$ 18,155.40 | \$ 8,714.48 | \$ - | \$ 427,008.96 | \$ 126,601.45 | \$ 297,336.40 | \$ 3,071.11 | \$ 427,008.96 |

OFF ROLL ASSESSMENTS

| | | | | | | | | |
|-----------------|----------|-----------|--------------|-----------------|--------------|---------------|---------------|---------------|
| Citicommunities | | | \$25,900.00 | 100% | \$10,983.00 | \$5,636.00 | \$6,403.00 | \$2,878.00 |
| DATE RECEIVED | DUE DATE | CHECK NO. | NET ASSESSED | AMOUNT RECEIVED | GENERAL FUND | SERIES 2015-1 | SERIES 2015-2 | SERIES 2015-3 |
| | 11/1/16 | | \$ 12,949.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 2/1/17 | | \$ 6,475.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 5/1/17 | | \$ 6,475.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | \$ 25,899.00 | \$ - | \$ - | \$ - | \$ - | \$ - |

| EHOF Acquisitions II, LLC | | | \$369,719.00 | | \$15,202.00 | \$133,942.00 | \$152,169.00 | \$68,406.00 |
|---------------------------|----------|-----------|---------------|-----------------|--------------|---------------|---------------|---------------|
| | | | | 100% | 4.11% | 36.23% | 41.16% | 18.50% |
| DATE RECEIVED | DUE DATE | CHECK NO. | NET ASSESSED | AMOUNT RECEIVED | GENERAL FUND | SERIES 2015-1 | SERIES 2015-2 | SERIES 2015-3 |
| | 11/1/16 | | \$ 184,859.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 2/1/17 | | \$ 92,430.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 5/1/17 | | \$ 92,430.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | \$ 369,719.00 | \$ - | \$ - | \$ - | \$ - | \$ - |

| EHOF Acquisitions II, LLC | | | \$510,486.00 | 100% | \$358,021.00 | 70.13% | \$57,603.00 | 11.28% | \$65,443.00 | 12.82% | \$29,419.00 | 5.76% |
|---------------------------|----------|-----------|---------------|-----------------|--------------|---------------|---------------|---------------|-------------|--------|-------------|-------|
| DATE RECEIVED | DUE DATE | CHECK NO. | NET ASSESSED | AMOUNT RECEIVED | GENERAL FUND | SERIES 2015-1 | SERIES 2015-2 | SERIES 2015-3 | | | | |
| | 11/1/16 | | \$ 255,242.00 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | 2/1/17 | | \$ 127,622.00 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | 5/1/17 | | \$ 127,622.00 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| | | | \$ 510,486.00 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |

| | | | | | | | | |
|---------------------------|----------|-----------|-----------------|-----------------|--------------|---------------|---------------|---------------|
| EHOF Acquisitions II, LLC | | | \$1,692,694.00 | | \$490,846.00 | \$454,076.00 | \$515,869.00 | \$231,903.00 |
| | | | 100% | | 29.00% | 26.83% | 30.48% | 13.70% |
| DATE RECEIVED | DUE DATE | CHECK NO. | NET ASSESSED | AMOUNT RECEIVED | GENERAL FUND | SERIES 2015-1 | SERIES 2015-2 | SERIES 2015-3 |
| | 11/1/16 | | \$ 846,346.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 2/1/17 | | \$ 423,174.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | 5/1/17 | | \$ 423,174.00 | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | \$ 1,692,694.00 | \$ - | \$ - | \$ - | \$ - | \$ - |

| LRA Orlando LLC | | | \$6,901.00 | | \$1,848.00 | \$5,053.00 |
|-----------------|----------|-----------|--------------|-----------------|--------------|---------------|
| DATE RECEIVED | DUE DATE | CHECK NO. | NET ASSESSED | AMOUNT RECEIVED | GENERAL FUND | SERIES 2015-1 |
| 10/14/16 | 11/1/16 | 2539 | \$ 3,451.00 | \$ 3,451.00 | \$ 924.00 | \$ 2,527.00 |
| 10/14/16 | 2/1/17 | 2539 | \$ 1,725.00 | \$ 1,725.00 | \$ 462.00 | \$ 1,263.00 |
| 10/14/16 | 5/1/17 | 2539 | \$ 1,725.00 | \$ 1,725.00 | \$ 462.00 | \$ 1,263.00 |
| | | | \$ 6,901.00 | \$ 6,901.00 | \$ 1,848.00 | \$ 5,053.00 |

| SUMMARY | | | | |
|---------------------|-----------------|-------------------------------|-------------------------------|-------------------------------|
| | GENERAL FUND | DEBT SERVICE SERIES 2015-1 | DEBT SERVICE SERIES 2015-2 | DEBT SERVICE SERIES 2015-3 |
| TOTAL DIRECT BILLED | \$876,900.00 | \$656,310.00 | \$739,884.00 | \$332,606.00 |
| TOTAL RECEIVED | \$ 1,848.00 | \$ 5,053.00 | \$ - | \$ - |
| VARIANCE | \$ (875,052.00) | \$ (651,257.00) | \$ (739,884.00) | \$ (332,606.00) |

Reunion East/West CDD Direct Billed Assessments for FY 2017

District
Reunion East

| Landowner | Product | Total O & M | Total Debt | Total Due | | O & M | Debt | Total | Paid |
|-------------------------|------------------------------|------------------|--------------------|--------------------|-------|------------------|--------------------|--------------------|-----------------|
| Citicommunities | | | | | Nov | \$5,491 | \$7,459 | \$12,950 | |
| 11-1-15 DS Interest | | | | | Feb | \$2,746 | \$3,729 | \$6,475 | |
| 34-25-27-4012-0001-0013 | 66 Comm | \$10,982 | \$14,917 | \$25,899 | May | \$2,746 | \$3,729 | \$6,475 | |
| Estoppel | | | | | | | | | |
| Totals | | <u>\$10,982</u> | <u>\$14,917</u> | <u>\$25,899</u> | Total | <u>\$10,982</u> | <u>\$14,917</u> | <u>\$25,899</u> | |
| LRA ORLANDO LLC | | \$1,849 | \$5,054 | \$6,903 | | O & M | Debt | Total | Paid |
| 35-25-27-4885-PRCL-OC30 | 4 MF | | | | Nov | \$925 | \$2,527 | \$3,452 | Paid 10/11/2016 |
| | | | | | Feb | \$462 | \$1,264 | \$1,726 | Paid 10/11/2016 |
| | | | | | May | \$462 | \$1,264 | \$1,726 | Paid 10/11/2016 |
| | | | | | Total | <u>\$1,849</u> | <u>\$5,054</u> | <u>\$6,903</u> | |
| EHOF | | | | | | O & M | Debt | Total | Paid |
| 11-1-15 Interest | | | | | Oct | \$0 | \$0 | \$0 | |
| 27-25-27-2985-TRAC-FD20 | 30 Comm/755 MF | \$358,021 | \$152,465 | \$510,486 | Nov | \$454,923 | \$854,415 | \$1,309,338 | |
| 35-25-27-4895-PRCL-01C0 | 242.29 Comm/701 MF/300 Hotel | \$490,846 | \$1,201,848 | \$1,692,694 | Feb | \$227,462 | \$427,208 | \$654,669 | |
| 27-25-27-2985-TRAC-FD30 | 10 Comm/56 MF/104 Hotel | \$60,979 | \$354,517 | \$415,496 | May | \$227,462 | \$427,208 | \$654,669 | |
| | | <u>\$909,846</u> | <u>\$1,708,830</u> | <u>\$2,618,676</u> | Total | <u>\$909,846</u> | <u>\$1,708,830</u> | <u>\$2,618,676</u> | |

District
Reunion West

| Landowner | | Total O & M | Total Debt | Total Due | | O & M | Debt | Total | Paid |
|----------------------------------|----------------|---------------------|---------------|---------------------|-----------|---------------------|---------------------|---------------------|--------------|
| Reunion West SPE | | | | | | | | | |
| 22-25-27-0000-0020-0000 | 90 Comm/120 MF | \$53,036 | | \$53,036 | Dec | \$38,451 | \$0 | \$38,451 | |
| 35-25-27-4881-PRCL-0020 | 192 MF/-12 SF | \$51,857 | | \$51,857 | March | \$38,451 | \$0 | \$38,451 | |
| 35-25-27-4881-TRAC-OG30 | 156 MF | \$45,964 | | \$45,964 | June | \$38,451 | \$0 | \$38,451 | |
| 35-25-27-4881-PRCL-006A | 15 Comm | \$2,946.00 | | \$2,946 | September | \$38,451 | \$0 | \$38,451 | |
| | | <u>\$153,803.00</u> | <u>\$0.00</u> | <u>\$153,803.00</u> | Total | <u>\$153,803</u> | <u>\$0</u> | <u>\$153,803</u> | |
| Reunion West HOA | | \$167,262 | \$0 | \$167,262 | Nov | \$83,631.00 | \$0.00 | \$83,631.00 | |
| 22-25-27-4923-0001-00B0 | | | | | Feb | \$41,815.50 | \$0.00 | \$41,815.50 | |
| 22-25-27-4923-0001-00M0 | | | | | May | \$41,815.50 | \$0.00 | \$41,815.50 | |
| | | | | | Total | <u>\$167,262.00</u> | <u>\$0.00</u> | <u>\$167,262.00</u> | |
| Runion West Development Partners | | \$51,857 | \$267,997 | \$319,854 | Nov | \$25,928.50 | \$133,998.50 | \$159,927.00 | Paid 11/4/16 |
| 22-25-27-4923-0001-00B0 | | | | | Feb | \$12,964.25 | \$66,999.25 | \$79,963.50 | |
| 22-25-27-4923-0001-00M0 | | | | | May | \$12,964.25 | \$66,999.25 | \$79,963.50 | |
| | | | | | Total | <u>\$51,857.00</u> | <u>\$267,997.00</u> | <u>\$319,854.00</u> | |
| Rwest Holdings | | | | | | O & M | Debt | Total | |
| 34-25-27-4012-0004-0010 | 1000 Hotel | \$150,074 | \$0 | \$150,074 | Dec | \$37,518.50 | \$0.00 | \$37,518.50 | |
| | | | | | March | \$37,518.50 | \$0.00 | \$37,518.50 | |
| | | | | | June | \$37,518.50 | \$0.00 | \$37,518.50 | |
| | | | | | September | \$37,518.50 | \$0.00 | \$37,518.50 | |
| | | | | | Total | <u>\$150,074.00</u> | <u>\$0.00</u> | <u>\$150,074.00</u> | |