

*Reunion East and Reunion West
Community
Development Districts*

Workshop Agenda

May 11, 2023

Reunion East & Reunion West
Community Development Districts
Workshop Meeting Agenda

**Thursday May
11, 2023 10:00 AM**

**Heritage Crossing Community Center
7715 Heritage Crossing Way
Reunion, Florida**

Zoom: <https://us06web.zoom.us/j/81019901423>

Dial-in Number: (646) 876-9923

Meeting ID: 820 1869 9681

1. Roll Call
2. Public Comment Period
3. Review of Agreements with Kingwood
4. Review of Agreements with Reunion Resort of Orlando Master Association
5. Supervisor's Requests
6. Public Comment Period
7. Adjournment

Type of Agreement	Parties	Effective Date	Expiration Date	Financial Terms
Security Services Provider Agreement	RECDD & The Reunion Resort and Club of Orlando Master Association	October 1, 2005	September 30, 2006	\$140,000 annual; monthly compensation from RECDD to Master Association
Security Services Provider Agreement Amended and Restated	RECDD & The Reunion Resort and Club of Orlando Master Association	October 1, 2005	December 31, 2006	\$140,000 annual; monthly compensation from RECDD to Master Association (can bill up to amount budgeted for security services)
License Agreement to Install Mailbox Kiosk on CDD Property at Seven Eagles Center	RECDD & The Reunion Resort and Club of Orlando Master Association	April 10, 2008	April 9, 2018 and auto renewal for successive 10 year terms	\$10
License Agreement to Paint and Make Improvements on CDD Property at Carriage Pointe Pool Complex	RECDD & The Reunion Resort and Club of Orlando Master Association	April 10, 2008	April 9, 2018 and auto renewal for successive 10 year terms	\$10
License Agreement to Install Upgraded Gate Operating Systems at Reunion Boulevard, Spine Road, Carriage Pointe and Liberty Bluff	RECDD & The Reunion Resort and Club of Orlando Master Association	August 14, 2008	August 13, 2008 and auto renewal for successive 10 year terms	\$10
License Agreement to Maintain Mailbox Kiosks on CDD Property	RECDD & The Reunion Resort and Club of Orlando Master Association	December 1, 2017	December 1, 2027 and auto renewal for successive 10 year terms	\$10
Management Services Agreement (MSA) to Manage Heritage	RECDD & Kingwood Orlando Reunion Resort, LLC	September 12, 2019	September 12, 2022	RECDD to compensate Kingwood Year 1 \$48,750

Type of Agreement	Parties	Effective Date	Expiration Date	Financial Terms
Crossings Community Center and The Stables				Year 2 \$32,500 Year 3 \$16,250 Rental income from HCCC to be shared 50/50
Security Services Provider Agreement Amended and Restated	RECDD & The Reunion Resort and Club of Orlando Master Association	October 1, 2019	September 31, 2021	\$140,000 annual; monthly compensation from RECDD to Master Association
Recreational Easement Related to Dog Park and Playground Construction and Maintenance	RECDD & Kingwood Orlando Reunion Resort, LLC (Grantor)	November 2019	Grantor can request facilities are relocated at the expense of the Grantor	\$10
Third Amendment to Agreement Providing Custodial Services (adding Seven Eagles)	RECDD & Reunion Club of Orlando, LLC	December 1, 2020 (previous agreements July 1, 2007 and September 11, 2008 and August 13, 2009)		Seven Eagles custodial \$49,504 annual from RECDD to Reunion Club \$39,600 annual for Homestead, Heritage(2), Carriage Pointe, and Terraces from RECDD to
Agreement for Roof Replacement at Heritage Crossings Community Center	RECDD & Kingwood Orlando Reunion Resort, LLC	February 13, 2020	Upon completion of services + 2 year warranty + 20-30 year limited manufacturer warranty	\$157,588
Agreement for Interior and Exterior Painting Heritage Crossings Community Center (Exterior) and The Stables (Interior and Exterior)	RECDD & Kingwood Orlando Reunion Resort, LLC	February 13, 2020	Upon completion of services	\$59,000

Type of Agreement	Parties	Effective Date	Expiration Date	Financial Terms
Agreement for Parking and Towing Enforcement Services	RECDD & The Reunion Resort and Club of Orlando Master Association	February 13, 2020	September 31, 2023 (should be September 30, 2023)	\$1.00
Notice of Amended and Restated Parking Rules	RECDD & The Reunion Resort and Club of Orlando Master Association	September 4, 2020	NA	NA
Second Extension and Amendment to the Amended and Restated Security Service Provider Agreement (Extends Term and Adds Facilities)	RECDD & The Reunion Resort and Club of Orlando Master Association	January 1, 2023	January 1, 2025	
First Extension and Amendment to the Amended and Restated Security Services Provider Agreement (adds Reunion Village and Extends term)	RECDD & The Reunion Resort and Club of Orlando Master Association	October 1, 2021	September 30, 2022	NA
First Extension and Amendment to Management Services Agreement (MSA) for Heritage Crossings Community Center and The Stables	RECDD & Kingwood Orlando Reunion Resort, LLC	September 12, 2022	October 12, 2022	NA
Extension to Management Services Agreement (MSA)	RECDD & Kingwood Orlando Reunion Resort, LLC	October 12, 2022	October 12, 2027	\$16,250 annual
Second Extension and Amendment to the Amended and Restated Security Services Provider Agreement	RECDD & The Reunion Resort and Club of Orlando Master Association	January 1, 2023	September 30, 2024	NA
Security Services Provider Agreement	RWCDD and Reunion Resort and Club of Orlando Master Association	November 10, 2005	September 31, 2006 (should be September 30)	\$1

Type of Agreement	Parties	Effective Date	Expiration Date	Financial Terms
License Agreement for the Installation, Operation and Maintenance of Enhanced Gate Operating System	RWCDD and Reunion Resort and Club of Orlando Master Association	August 14, 2008	August 13, 2018 and auto renewal for successive 10 year terms	\$10
License Agreement for Operation and Maintenance of Mailboxes	RWCDD and Reunion Resort and Club of Orlando Master Association	December 14, 2017	December 14, 2027 and auto renewal for successive 10 year terms	\$10
Signage Construction and Access Agreement	RWCDD and Reunion Resort and Club of Orlando Master Association (Grantor)	August 9, 2018	NA	\$10
Parking and Towing Enforcement Agreement	RWCDD and Reunion Resort and Club of Orlando Master Association	September 10, 2020	September 30, 2023	\$1

SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)

THIS SECURITY SERVICES PROVIDER AGREEMENT (this "Agreement") is entered into as of the 18th day of October, 2005, by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the "CDD"), and THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. a Florida not-for-profit corporation (the "POA").

RECITALS

WHEREAS, the following amenities and properties are owned and operated by the Reunion East Community Development District (the "CDD"): See attached Exhibit "A" for a complete list of facilities (the "CDD Facilities").

WHEREAS, the POA acknowledges that the CDD, its residents and their guests expect a high level of service, quality and professionalism with regard to any security service provided within the CDD.

WHEREAS, the CDD, which encompasses approximately 1,000 acres, 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. The CDD was created in October 2001 by Osceola County Ordinance #01-31.

WHEREAS, the CDD owns the real property on which the CDD Facilities are constructed, together with certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of the CDD Facilities.

WHEREAS, the CDD desires the benefit of the presence and expertise of professional security services to assist in the monitoring and security of CDD Facilities upon the terms and conditions set forth in this Agreement, and the POA is willing to provide such security services to the CDD directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on October 1, 2005 and ending on September 30, 2006 so that it coincides with the fiscal year of the CDD. At the end of this initial, approximately 12 month term, the Agreement shall be extended for a period of five (5) years and an addendum to this Agreement signed reflecting the new term of the Agreement; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the CDD.

3. Acceptance of Security Services Responsibility. The CDD hereby retains the POA to render the services herein stated in accordance with the standards set forth herein, and the POA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.

4. Specific Authority. The CDD hereby grants to the POA the power and authority to provide, either directly or through a sub-operator(s), security services to, and surveillance and monitoring of, CDD Facilities and property, and to patrol the same in order to monitor such facilities and property.

5. Delegation. The POA may retain a sub-operator(s), such as a professional security services provider or other qualified operator, to perform some or all of its duties with respect to the CDD Facilities and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the POA and any sub-operator(s). It shall be the responsibility of the of the POA to require that any sub-operator so retained has the ability to, and has in fact agreed to, assume the responsibilities of the POA under this Agreement. Should the POA elect to retain such a sub-operator in accordance with this Agreement, and should such sub-operator assume all of the obligations and duties of the POA hereunder, then any reference, where applicable, to the POA in this Agreement shall automatically refer to the sub-operator.

6. Expenses and Compensation. The CDD shall reimburse the POA for any and all expenses and costs the POA incurs on an annual basis in relation to providing such security services on behalf of the CDD as described herein, but only up to an amount equal to the sum the CDD has budgeted for security services in that particular year. Should the POA provide security services on behalf of the CDD for only a portion of any given year, then the fee paid by the CDD to the POA for such services shall be prorated accordingly on a monthly basis. The fee payable to the POA for the CDD fiscal year spanning October 1, 2005 through October 1, 2006 is equal to \$140,000.00, and such annual fee shall be paid to the POA in twelve (12) equal monthly installments of \$11,666.66. Compensation fees for future years shall be incorporated automatically by the CDD's adoption of its annual budget.

7. Services Provided by the POA. The POA may contract with a qualified sub-operator which is a professional security company to monitor all CDD assets, CDD Facilities and CDD property within the Reunion Community Development District (the "District"), but regardless of whether the POA elects to retain a sub-operator, the POA shall, in accordance with this Agreement, ensure that the CDD is provided with the security services ("Services") customarily provided for in such instances, including but not limited to the following:

(a) security personnel to man the main entry guardhouse within the CDD, 24 hours per day, seven days a week, and control access to the CDD in strict accordance with specified CDD policies and rules, as amended from time to time; and

(b) adequate security personnel to constitute roaming security patrols to monitor the CDD Facilities and all roads within the CDD as determined by the CDD and, in the event a sub-operator is retained, as confirmed by the POA; and

(c) monitoring all construction sites within the CDD; and

(d) responding to security emergencies within the CDD.

8. Standards and Operation. The POA shall require that any sub-operator(s) it retains to provide the Services operate as a part of the CDD community and at all times in accordance with that of a high quality professional security services provider, and at a level consistent with or better than a similar operation in central Florida. The POA acknowledges that the CDD and its residents and guests expect a high level of security and safety within the CDD.

9. Employees; Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the POA are the sole responsibility of such entities retained by the POA. Any entity retained by the POA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any services or undertaking any duties, obligations, and responsibilities hereunder, the POA shall be an independent contractor and not an employee of the CDD, and any sub-operator(s) or entity retained by the POA to perform the Services shall only have contractual privity with the POA and shall not be an employee or an independent contractor 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 POA. The POA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.

10. Insurance.

(a) In the event the POA undertakes to directly provide to the CDD the Services described herein, the POA shall obtain and keep in force at POA's expense all of the insurance policies listed below. All insurance shall be issued by companies authorized to do business under the laws of the State of Florida, and must be acceptable to the CDD. The POA shall furnish certificates of insurance to the CDD prior to the commencement of the term under this Agreement, naming the CDD as an additional insured, and the POA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the POA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the CDD. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The POA shall provide worker's compensation coverage for all employees and require any sub-operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The POA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The POA agrees to acquire and maintain such other insurance as may be reasonably required by the CDD during the term of this Agreement.

In the event the POA elects to retain a sub-operator(s) to perform its duties under this Agreement, the POA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 10; however, the POA shall be responsible for assuring that any and all sub-operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The CDD shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the POA or a sub-operator. Acceptance by the CDD of any evidence of insurance submitted by the POA does not relieve or decrease in any manner the liability of the POA for performance of the services. The POA is responsible for any losses, claims or costs of any kind arising out of or related to the Services or this Agreement which the POA's insurance does not cover.

11. Licenses, Transfers. The POA or the sub-operator, as the case may be, shall, at its own expense, secure all required permits, licenses, and/or authorizations as are necessary to perform all the duties and obligations of the POA or sub-operator under this Agreement. All licenses will be obtained in the name of the POA, if possible. In the event the POA is in default under this Agreement and/or this Agreement is terminated by the CDD, the POA agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation) all permits and licenses which may be held by the POA as are necessary to provide the Services, to the CDD or, at the CDD's sole option, to the CDD's nominee.

12. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated for cause by the CDD, upon five (5) days' prior written notice.

13. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

CDD Manager: Severn Trent Environmental Services, Inc.
 RE: Reunion East Community Development District
 610 Sycamore Street, Suite 140
 Celebration, Florida 34747
 Attention: District Manager

with a copy to: The Ginn Company, Inc.
 215 Celebration Place, Suite 200
 Celebration, Florida 34747
 Attention: _____

and a copy to: Shuffield, Lowman & Wilson, P.A.
 1000 Legion Place, Suite 1700
 Orlando, Florida 32801
 Attention: Jan Albanese Carpenter, Esq.

POA: The Reunion Resort & Club of Orlando Master
 Association, Inc.
 215 Celebration Place, Suite 200
 Celebration, Florida 34747
 Attention: _____

14. Indemnification. The POA agrees to indemnify, save harmless and defend the CDD, their 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) the POA's breach of any term or provision of this Agreement, or (ii) any act or omission of the POA, its agents, employees or subcontractors, in the performance of this Agreement.

15. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the POA and any sub-operator(s) the POA may retain to provide the Services.

(a) At all times, the POA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the CDD, including, but not limited to, the Rules of the Reunion East CDD, Chapter 8, a copy of which is attached hereto and incorporated herein.

(b) The POA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the CDD Facilities are located,

at the POA's sole cost and expense, and the POA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the POA, unless specifically instructed by the CDD or the CDD Manager that it intends to contest such orders or requirements and that the POA shall not comply with the same. The POA shall provide immediate notice to the CDD Manager, which shall in turn notify the CDD within two (2) business days, of any such orders or requirements upon receipt of same.

(c) 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. The POA agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the POA.

(d) The POA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the premises except in quantities reasonably necessary to carry out its duties under this Agreement. The POA shall hold the CDD harmless from any fines, penalties, costs and damages resulting from the POA's failure to do so. The POA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the POA shall be responsible for the payment of any associated fines or penalties. The POA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such state or federal legislation.

16. 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 the POA in connection with the Services and/or CDD Facilities and any related records are property of the CDD. The POA agrees and acknowledges that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, Florida Statutes. The POA agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by the POA are "public records" which must be available to the public. The POA 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 CDD pursuant to Section 720.303 Florida Statutes.

17. Maintenance of CDD Facilities. Notwithstanding the fact that the POA or a sub-operator may occupy a CDD Facility in order to provide the Services under this Agreement, the CDD shall be responsible for the maintenance of all CDD owned property and assets including, but not limited to, any and all guard houses and security gates. However, the POA or sub-operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items which are necessary for the POA or sub-operator to provide the Services contemplated hereunder. In addition, the POA or the sub-operator shall maintain a current inventory of all items or assets owned by the POA or the sub-operator which are installed, placed or stored on CDD property or in a CDD Facility, but these items and assets shall at all times remain the property of the POA or the sub-operator, as the case may be.

18. Planning and Financial Reporting. The POA, or sub-operator, if applicable, shall develop and maintain a business plan and procedures manual for the operation of the security services within the CDD. A representative of the POA will provide, on an annual basis, financial reports to the CDD or the CDD's designated representative by the thirtieth (30th) business day of the month following the end of each fiscal year of the POA. At the request and expense of the CDD, an audit may be requested by the CDD at any time. The POA shall cooperate fully with the auditor selected by the CDD.

19. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the CDD's immunity or limitations on liability 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.

20. Attorneys' Fees. In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same are enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.

21. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

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 POA may not assign this Agreement or any of the rights and duties expressed herein except with the CDD Manager's prior written consent.

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

24. Counterparts and Facsimiles. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
SECURITY SERVICES PROVIDER AGREEMENT**

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.

WITNESSES:

Roci Snyder
Print: Robin Snyder
Judy R. Emens
Print: Judy R. EMENS

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Print: Kevin E. Taylor
Title: Vice Chairman

WITNESSES:

Judy R. Emens
Print: Judy R. EMENS
David Buema
Print: David Buema

THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC. a Florida not-for-profit corporation

By: [Signature]
Print: _____
Title: _____

EXHIBIT "A"

LIST OF CDD FACILITIES/PROPERTY

AMENDED AND RESTATED
SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)

THIS AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT (this "Agreement") is entered into as of the 10th day of November, 2005, by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the "CDD"), and THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. a Florida not-for-profit corporation (the "POA").

RECITALS

WHEREAS, the CDD and the POA previously entered into a Security Services Provider Agreement dated October 14, 2005 (the "Prior Agreement").

WHEREAS, the CDD and the POA now desire to amend and restate the terms of the Prior Agreement in their entirety as set forth herein.

WHEREAS, the following amenities and properties are owned and operated by the Reunion East Community Development District (the "CDD"): See attached Exhibit "A" for a complete list of facilities, together with certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of such facilities (collectively, the "CDD Facilities").

WHEREAS, the POA acknowledges that the CDD, its residents and their guests expect a high level of service, quality and professionalism with regard to any security service provided within the CDD.

WHEREAS, the CDD, which encompasses approximately 1,000 acres, 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. The CDD was created in October 2001 by Osceola County Ordinance #01-31.

WHEREAS, the CDD owns the real property on which the CDD Facilities are constructed.

WHEREAS, the CDD desires the benefit of the presence and expertise of professional security services to assist in the monitoring and security of CDD Facilities upon the terms and conditions set forth in this Agreement, and the POA is willing to provide such security services to the CDD directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on October 1, 2005 and ending on December 31, 2006. At the end of this initial, approximately 15 month term, the Agreement shall be extended for a period of five (5) years and an addendum to this Agreement signed reflecting the new term of the Agreement; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the CDD.

3. Acceptance of Security Services Responsibility. The CDD hereby retains the POA to render the services herein stated in accordance with the standards set forth herein, and the POA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.

4. Specific Authority. The CDD hereby grants to the POA the power and authority to provide, either directly or through a sub-operator(s), security services to, and surveillance and monitoring of, the CDD Facilities.

5. Delegation. The POA may retain a sub-operator(s), such as a professional security services provider or other qualified operator, including, without limitation, an affiliate of the POA, to perform some or all of its duties with respect to the CDD Facilities and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the POA and any sub-operator(s) (as applicable, the "Sub-Operator"). It shall be the responsibility of the POA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the POA under this Agreement. Should the POA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the POA hereunder, then any reference, where applicable, to the POA in this Agreement shall automatically refer to the Sub-Operator.

6. Expenses and Compensation. The CDD shall reimburse the POA for any and all expenses and costs the POA incurs during the term hereof in relation to providing such security services on behalf of the CDD as described herein, but only up to an amount equal to the sum the CDD has budgeted for security services in that particular year. Should the POA provide security services on behalf of the CDD for only a portion of any given year, then the fee paid by the CDD to the POA for such services shall be prorated accordingly on a monthly basis. The fee payable to the POA for the CDD fiscal year spanning October 1, 2005 through October 1, 2006, is equal to \$140,000.00, and such annual fee shall be paid to the POA in twelve (12) equal monthly installments of \$11,666.66 commencing on the date of the execution of this Agreement and thereafter due on the first of each month thereafter. Any past due amounts will bear interest at the rate of 7% per annum. Compensation fees for future years shall be incorporated automatically by the CDD's adoption of its annual budget, but the CDD hereby agrees that the

amount allocated for security services in its future annual budgets shall not be less than \$140,000.00 so long as this Agreement is in force. In the event the CDD's budget does not allocate at least \$140,000.00 annually for security services, the POA shall have the right to terminate this Agreement at such point when the amount of compensation paid to the POA under this Agreement actually falls below the \$140,000.00 annual minimum requirement or its monthly pro-rated equivalent.

7. Services Provided by the POA. The POA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the CDD Facilities are provided with the following security services ("Services"):

(a) security personnel to man the main entry guardhouse within the CDD, 24 hours per day, seven days a week, and control access to the CDD Facilities in strict accordance with specified and approved CDD rules and regulations as adopted by the CDD, as may be amended by the CDD from time to time upon at least 30 days' prior written notice to the POA;

(b) security personnel to constitute roaming security patrols to monitor the CDD Facilities and all roads therein as determined by the CDD and, in the event a Sub-Operator is retained, as confirmed by the POA;

(c) monitoring of all construction sites within the CDD Facilities;

(d) responding to security emergencies within the CDD Facilities;

(e) traffic control when necessary;

(f) on-site vehicle assistance;

(g) maintaining severe weather and disaster response preparedness; and

(h) trained first responders for emergencies.

8. Standards and Operation. The Services shall be provided in accordance with those of a high quality professional security services provider, and at a level consistent with or better than a similar operation in central Florida.

9. Employees; Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the POA, including the Sub-Operator, are the sole responsibility of such entities retained by the POA. Any entity retained by the POA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the POA shall be an independent contractor and not an employee of the CDD, and any Sub-Operator(s) or entity retained by the POA to perform the Services shall only have contractual privity with the POA and shall not be an employee or an independent contractor 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 POA. The POA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.

10. Supervision of Security Officers. The POA shall have the sole right to direct and supervise all security officers and other personnel furnished by the POA to the CDD. The CDD shall not have the right to alter instructions or directions given to the security officers or other personnel furnished by the POA or assume any supervision of such security officers or personnel; however, if it does so, the CDD shall be solely liable for any and all consequences arising therefrom and shall indemnify, defend and hold harmless the POA, any Sub-Operation and their respective affiliates, and their respective owners, officers, directors, partners, employees, contractors, agents and representatives (each, an "Indemnified Party") from and against all liabilities, claims, actions, suits, proceedings, damages, costs and expenses (including attorneys' and paralegals' fees and costs whether suit be brought or not and at all trial and appellate levels and in bankruptcy), of any kind and nature arising out of, resulting from or related to, directly or indirectly, any action or inaction of the CDD in connection therewith or from the security officers or other personnel following the direction of the CDD. Notwithstanding anything contained in this paragraph, any rules, regulations or policies of the CDD either currently in force or officially adopted from time to time by the CDD (which, if applicable, security officers or other personnel shall be required to follow in accordance with this Agreement) shall not be construed as instructions or directions from the CDD to any security officers or other personnel for purposes of liability or indemnification under this paragraph. Furthermore, in the event the CDD shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total amount of any insurance proceeds available to the CDD at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

11. Insurance.

(a) In the event the POA undertakes to directly provide the Services to the CDD, the POA shall obtain and keep in force at POA's expense all of the insurance policies listed below. 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 POA shall furnish certificates of insurance to the CDD prior to the commencement of the Services, naming the CDD as an additional insured, and the POA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the POA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the CDD. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The POA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.

- (ii) Comprehensive General Liability: The POA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The POA agrees to acquire and maintain such other insurance as may be reasonably required by the CDD during the term of this Agreement.

In the event the POA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the POA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 10; however, the POA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The CDD shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the POA or a Sub-Operator. Acceptance by the CDD of any evidence of insurance submitted by the POA does not relieve or decrease in any manner the liability of the POA for performance of the Services in accordance with the terms and conditions hereof.

(c) The CDD hereby agrees to maintain an insurance policy insuring against comprehensive general liability with a coverage limit of at least \$1,000,000.00 throughout the term of this Agreement.

12. Licenses, Transfers. The POA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the POA, if possible. In the event the POA is in default under this Agreement and/or this Agreement is terminated by the CDD, the POA 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 which may be held by the POA as are necessary to provide the Services, to the CDD or, at the CDD's sole option, to the CDD's nominee.

13. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated by the CDD upon a material breach of this Agreement by the POA, which breach is not cured within ten (10) days after receipt of written notice thereof from the CDD.

14. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

CDD Manager: Governmental Management Services, L.L.C.
 RE: Reunion East Community Development District
 10151 Deerwood Park Boulevard
 Bldg. 200, Ste. 250
 Jacksonville, FL 32256
 Attention: District Manager

with a copy to: The Ginn Company, Inc.
 215 Celebration Place, Suite 200
 Celebration, Florida 34747
 Attention: _____

and a copy to: Shuffield, Lowman & Wilson, P.A.
 1000 Legion Place, Suite 1700
 Orlando, Florida 32801
 Attention: Jan Albanese Carpenter, Esq.

POA: The Reunion Resort & Club of Orlando Master
 Association, Inc.
 215 Celebration Place, Suite 200
 Celebration, Florida 34747
 Attention: _____

and a copy to: Baker & Hostetler LLP
 200 South Orange Avenue
 Orlando, FL 32802
 Attention: William C. Guthrie, Esq.
 Facsimile No.: (407) 841-0168
 Telephone No.: (407) 649-4000

15. Waivers.

(a) Risk of Loss. It is understood and agreed between the parties that the POA is not an insurer and that the rates being paid for Services are for security officer services designed to deter certain risks of loss, which rates are not related to the value of the real or personal property monitored in respect of the provision of the Services. All amounts being charged by the POA are insufficient to guarantee that no loss will occur, and the POA makes no guarantee, implied or otherwise, that no loss will occur or that the Services supplied will avert or prevent occurrences or losses that the Services are designed to help deter or avert. The CDD shall assume all risk of loss or physical damage to the CDD Facilities and any other property occurring as a result of nature, fire or other casualty and the CDD waives any right of recovery and its insurer rights of subrogation against the POA or any other person or entity for any loss or damage resulting from any such risks.

(b) Client Vehicle(s). If the CDD requires the POA's personnel to drive any vehicle(s) during the course of their duties other than the security officer's own personal vehicle

or a vehicle furnished by the POA, the CDD agrees that its insurance is primary; and the CDD further agrees to carry comprehensive fire and theft, collision and liability insurance on the CDD's vehicle(s) in such amounts and with such deductibles and other terms as the POA may require. The CDD agrees to waive all rights of recovery from the POA and, subject to the limitations contained in this paragraph, to indemnify, hold harmless and defend the POA and each other Indemnified Party from any and all such losses, claims, suits, damages, thefts and expenses that may arise out of the authorized or permitted use of the CDD's vehicle(s). However, in the event the CDD shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total amount of any insurance proceeds available to the CDD at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

(c) Security Officer Theft. It is expressly understood and agreed that under no circumstances will the POA be responsible for the theft or other loss of the CDD's property not directly attributable to thefts by security officers employed by the POA or any Sub-Operator. In the event of allegations of security officer thefts, the CDD waives its right of recovery unless (i) the POA is notified in writing of such allegations within forty-eight (48) hours of the discovery of any suspected security officer theft; (ii) the CDD fully cooperates with the POA in the investigating of the facts; (iii) the CDD presses formal charges; and (iv) a conviction is obtained.

16. Indemnification. Except for matters specified in Section 15, the POA agrees to indemnify, save harmless and defend the CDD, their 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) the POA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the POA, its agents, employees or subcontractors, in the performance of this Agreement.

17. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the POA and any Sub-Operator(s) the POA may retain to provide the Services.

(a) At all times, the POA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the CDD, including, but not limited to, the Rules of the Reunion East CDD, Chapter 8, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

(b) The POA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the CDD Facilities are located,

at the POA's sole cost and expense, and the POA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the POA, unless specifically instructed by the CDD or the CDD Manager that it intends to contest such orders or requirements and that the POA shall not comply with the same. The POA shall provide immediate notice to the CDD Manager, which shall in turn notify the CDD within two (2) business days, of any such orders or requirements upon receipt of same.

(c) 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. The POA agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the POA.

(d) The POA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the CDD Facilities except in quantities reasonably necessary to carry out its duties under this Agreement. The POA shall hold the CDD harmless from any fines, penalties, costs and damages resulting from the POA's failure to do so. The POA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the POA shall be responsible for the payment of any associated fines or penalties.

(e) The POA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such 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.

18. 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 the POA in connection with the Services and/or CDD Facilities and any related records are property of the CDD. The POA agrees and acknowledges that any and all such books, documents, records correspondence or other information may be public records under Chapter 119, Florida Statutes. The POA agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by the POA are "public records" which must be available to the public. The POA 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 CDD pursuant to Section 720.303 Florida Statutes.

19. Maintenance of CDD Facilities. Notwithstanding the fact that the POA or a Sub-Operator may occupy a CDD Facility in order to provide the Services under this Agreement, the CDD shall be responsible for the maintenance of all CDD owned property and assets including, but not limited to, any and all guard houses and security gates. However, the POA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items which are necessary for the POA or Sub-Operator to provide the Services contemplated hereunder. In addition, the POA or the Sub-

Operator shall maintain a current inventory of all items or assets owned by the POA or the Sub-Operator which are installed, placed or stored on CDD property or in a CDD Facility, but these items and assets shall at all times remain the property of the POA or the Sub-Operator, as the case may be.

20. Planning and Financial Reporting. The POA shall develop and maintain a business plan and procedures manual for the operation of the security services within the CDD. A representative of the POA will provide, on an annual basis, financial reports to the CDD or the CDD's designated representative by the thirtieth (30th) day of the month following the end of each fiscal year of the POA. At the request and expense of the CDD, an audit may be requested by the CDD at any time. The POA shall cooperate fully with the auditor selected by the CDD.

21. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the CDD's immunity or limitations on liability 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. 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.

23. Attorneys' Fees. In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same are enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.

24. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

25. No Waiver. 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.

26. 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) Except as set forth herein, the POA may not assign this Agreement or any of the rights and duties expressed herein except with the CDD Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

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

(h) Ginn. The tradenames and brandnames, "The Ginn Company" and "Ginn Clubs & Resorts" and derivations thereof are owned solely and exclusively by Ginn Development Company, LLC and such names may be used only by parties licensed to use such names. Ginn Development Company, LLC, operating in its own name or as either "The Ginn Company" or "Ginn Clubs & Resorts", through its subsidiaries and other affiliates, acts as the representative of separate limited liability limited partnerships and limited liability companies ("Project Partnerships") that acquire real property to be developed as highly amenitized residential resort communities (each a "Ginn Community"). Each Ginn Community is separately owned by an independent Project Partnership, and each such Project Partnership is solely and exclusively responsible for the obligations and liabilities incurred in connection with the acquisition, development, financing, marketing, management and operations of the specific Ginn Community owned by such Project Partnership. Ginn Development Company, LLC (d/b/a the Ginn Company or Ginn Club & Resorts) does not own or control any interest in any Project Partnerships. The descriptions of the business activities of Ginn Development Company, LLC

(d/b/a The Ginn Company or Ginn Clubs & Resorts) appearing in any of the company's advertising or marketing materials, on its websites, or otherwise published in the public domain are solely intended to describe generally the scope of its undertakings and accomplishments on behalf of each of the Project Partnerships. Ginn Development Company, LLC (d/b/a The Ginn Company and Ginn Clubs & Resorts) and each of its subsidiaries and affiliates are separately organized, capitalized, managed and operated. Any claims by any persons or entities that arise as a result of doing business with Ginn Development Company, LLC (d/b/a The Ginn Company or Ginn Clubs & Resorts) or any of its subsidiaries or affiliates (each hereinafter referred to as a "GDC Company") are solely and exclusively limited to the specific GDC Company and the assets of such GDC Company with whom such person or entity is doing business. The CDD acknowledges and agrees that its sole recourse hereunder for any breach by the POA of the terms hereof shall be against the POA and not any GDC Company or Project Partnership.

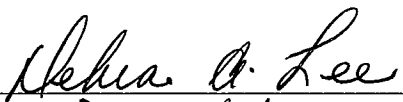
(i) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

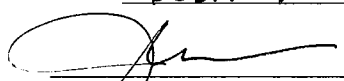
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT**

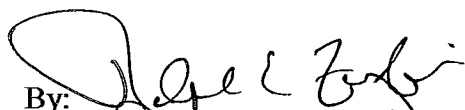
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:



Print: DEBRA A. LEE

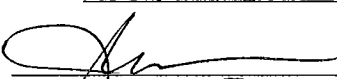

Print: Judy R. Emens

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT

By: 
Print: Joyce E. Taylor
Title: Vice Chair

WITNESSES:


Print: David L. Burman


Print: Judy R. Emens

THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC. a Florida not-for-profit corporation

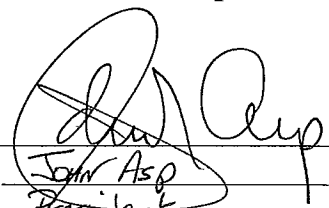
By: 
Print: John Asp
Title: President

EXHIBIT “A”

LIST OF CDD FACILITIES/PROPERTY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on this 16th day of April, 2008, by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (herein referred to as "Licensor"), and REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC., a Florida non-profit corporation (herein referred to as "Licensee").

RECITALS

A. WHEREAS, the Licensor 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 by Osceola County Ordinance #01-31 adopted on October 3, 2001; and

B. WHEREAS, the Licensee is an association created to be comprised of all owners of real property within a development commonly referred to as Reunion to operate and maintain common property and improvements and to administer and enforce the Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando, as amended (the "Master Declaration") and the other governing documents of the association as defined in the Master Declaration; and

C. WHEREAS, the Licensee exists and is operating within the boundaries of the Reunion East Community Development District; and

D. WHEREAS, the Licensee, in furtherance of its goals and objectives as an association, desires to construct, install or place, or have constructed installed or placed on its behalf, a mail kiosk at a specified location within the Seven Eagles Swimming Pool Complex which location is depicted in Composite Exhibit "A" and shall be referred to herein as the "License Area".

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. Licensor, in consideration of the covenants and agreements made by Licensee herein, grants to the Licensee a nonexclusive license to utilize a portion of the License Area not to exceed three-hundred thirty-three (333) square feet for the purpose of installing a mail kiosk(s) for the standard purposes intended (herein referred to as the "Mail Kiosk").

2. The license granted herein shall be for a term commencing on April 10, 2008, and ending April 9, 2018 (the "Original Term"), unless terminated sooner as provided for in this Agreement. Upon the expiration of the Original Term this Agreement shall

automatically renew for successive ten (10) year terms unless terminated as provided for in this Agreement.

3. The size, location, style, design, aesthetics, color and placement, as well as the manner and method of installation and removal, of the Mail Kiosk shall be subject to the prior written approval of Licensor, provided that such approval shall not be unreasonably withheld, delayed or conditioned.

4. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the installation, maintenance, height, size, location, use, operation, and removal of the Mail Kiosk and shall fully indemnify Licensor against any loss, cost, or expense which may be sustained or incurred by Licensor as a result of the installation, maintenance, operation, or removal of the Mail Kiosk unless such loss is due to the negligence of Licensor, its employees, agents, or invitees. Licensor makes no representation that applicable laws, ordinances, or regulations permit the installation or operation of the Mail Kiosk on the subject real property.

5. Licensor grants to Licensee, its agents, guests, employees, invitees, representatives and designees the right, to be exercised as set forth herein, to enter upon the License Area for the sole purpose of constructing, installing, maintaining, removing and/or gaining access to Licensee's Mail Kiosk and associated improvements. Notwithstanding anything contained herein, Licensee's, or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of Licensor's improvements located thereon) or with any of the Licensor's other operations or activities or those of the general public.

6. Licensee shall promptly reimburse Licensor for the costs of repair of any damage to the License Area, or any improvements located thereon, directly or indirectly caused by Licensee's Mail Kiosk or the installation, operation, use, maintenance, or removal of the Mail Kiosk or other installations related thereto of the Licensee.

7. Licensee, at its expense, shall be solely responsible for and shall maintain, at all times, its Mail Kiosk in a safe, structurally sound, clean, attractive and slightly condition and shall indemnify and save harmless Licensor from and against all liens and claims of mechanics and materialmen furnishing labor and materials in the construction and maintenance of same. Licensee hereby specifically acknowledges that it is the sole owner of the Mail Kiosk, and that Licensee is the sole entity responsible for the maintenance, repair and upkeep of the Mail Kiosk.

8. Licensee agrees to defend, indemnify, and save harmless Licensor from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by Licensor arising from, growing out of, or resulting from Licensee's Mail Kiosk, Licensee's installation or use of the License Area or any other adjacent areas where Licensee's equipment may be located, including costs, attorney's fees, and other expenses incurred by Licensor in defending any such claim

unless such loss, damage, or injury is due to the negligence of Licensor, its employees, agents, or invitees.

9. Licensee waives and releases all claims against Licensor, its officers, directors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the License Area, or any other person, occurring in or about the Property and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Area or any part of it or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any Licensee's officers, directors, agents, employees, contractors and servants or of any other person; except for the negligence of or omission by Licensor, its officers, directors, agents, employees, contractors and servants.

10. The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the License Area and shall not preclude Licensor from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing unreasonable interference with the activities being carried on by Licensee in accordance with this license. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses. Licensee shall not change or materially alter the Mail Kiosk without the prior written consent of Licensor.

11. No notice or demand related to or required by this Agreement shall be effective unless the notice or demand is in writing and is either delivered personally to the party for whom it is intended, or to an officer of the party if a corporation, or sent by United States registered or certified mail, return receipt requested. Either party may, however, by notice to the other, from time to time designate another address in the United States to which notices mailed more than 10 days afterwards shall be addressed. Notices mailed as described above shall be effectively given as of the date of mailing. Notices shall be mailed to the addresses as listed below:

If to Licensor:	Reunion East Community Development District District Office 201 E. Pine St. Suite 950 Orlando, FL 32801 Attn: District Manager
-----------------	--

With a copy to:	Shuffield, Lowman & Wilson, P.A. District Counsel 1000 Legion Place, Suite 1700 Orlando, FL 32801 Attn: Colt H. Little, Esq.
-----------------	--

If to Licensee:	Reunion Resort & Club of Orlando Master Association, Inc. 215 Celebration Place, Suite 200 Celebration, FL 34747 Attn: _____
-----------------	---

With a copy to: Ginn Property Management, LLC
215 Celebration Place, Suite 200
Celebration, FL 34747
Attn: Melissa Shane

With a copy to: Baker & Hostetler, LLP
200 South Orange Avenue
Orlando, FL 32802
Attn: William C. Guthrie, Esq.

12. Upon any default by Licensee under this Agreement, Licensor shall provide written notice of such default to Licensee and Licensee shall have thirty (30) days from receipt of such written notice to cure said default. If, due to circumstances beyond Licensee's control, the default cannot be cured within the thirty (30) day period, Licensee shall be granted additional time, as necessary, to cure the default so long as Licensee commences to cure the default within the thirty (30) day notice period and is diligently pursuing the cure of the default. In the event Licensee fails to cure the default within the thirty (30) day period (or, where additional time to cure is required, fails to commence and diligently pursue the cure within the thirty (30) day period) Licensor and shall have the right to terminate this License upon written notice to Licensee and said termination shall be effective upon Licensee's receipt of such notice.

13. Notwithstanding anything herein to the contrary, Licensor may terminate the license granted herein, with or without cause, upon thirty (30) days written notice to the Licensee. Upon the termination of this license by Licensor, the Mail Kiosk installed under the terms of this license shall be removed by Licensee and the area of the Property where they were installed shall be restored by Licensee to as good condition as existed immediately prior to installation of the Mail Kiosk. Both the removal of the Mail Kiosk and subsequent restoration, as described herein, shall be completed within thirty (30) days of such termination.

14. This Agreement shall be binding upon the successors and assigns of the parties, provided that Licensee shall not assign or transfer the license granted herein to anyone else without Licensor's prior written consent, which may be withheld at its sole discretion.

15. The Licensee shall obtain and keep in force, at Licensee's expense, all types and amounts of insurance coverage considered customary and reasonable within its industry. 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 Licensor.

16. Nothing herein shall cause or be construed as a waiver of the Licensor's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this License 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.

17. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.

18. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this License 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.

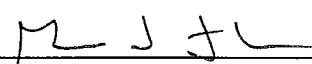
19. No modification, waiver, amendment, discharge or change of this License Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire agreement made between the parties and may not be modified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

20. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this License 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 actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

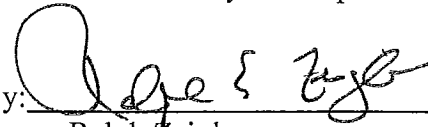
21. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

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

Attest:


Secretary/Asst. Secretary

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**
a Florida community development district

By: 
Ralph Zeigler
Chairman, Board of Supervisors

[Signatures continue on following page.]

WITNESSES:

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.,** a Florida non-profit corporation

Anne Stanziano

Print: Anne Stanziano

Christopher J. Wileo

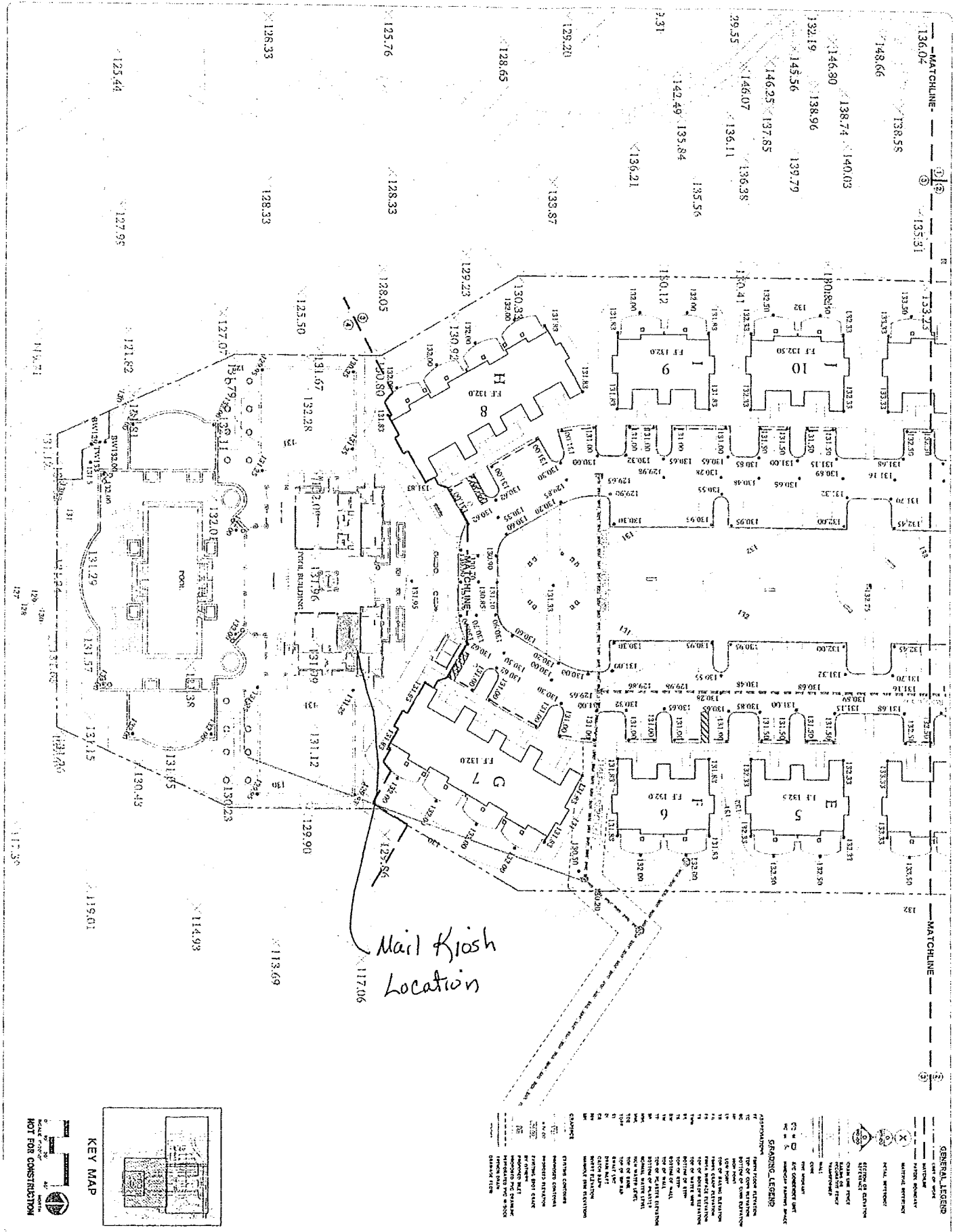
Print: Christopher J. Wileo

By: Melissa Shane

Print: Melissa Shane

Title: President

EXHIBIT “A”



LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on this 10th day of April, 2008, by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (herein referred to as "Licensor"), and REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC., a Florida non-profit corporation (herein referred to as "Licensee").

RECITALS

A. WHEREAS, the Licensor 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 by Osceola County Ordinance #01-31 adopted on October 3, 2001; and

B. WHEREAS, the Licensee is an association created to be comprised of all owners of real property within a development commonly referred to as Reunion to operate and maintain common property and improvements and to administer and enforce the Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando, as amended (the "Master Declaration") and the other governing documents of the association as defined in the Master Declaration; and

C. WHEREAS, the Licensee exists and is operating within the boundaries of the Reunion East Community Development District; and

D. WHEREAS, the Licensee, in furtherance of its goals and objectives as an association, desires to paint or otherwise improve structures or buildings located at the Carriage Pointe Swimming Pool Complex, which painting and improvements shall not materially affect the Licensor's use of the complex; and

E. WHEREAS, the Carriage Pointe Swimming Pool Complex where such painting and improvements shall be effected is depicted in Exhibit "A" and shall be referred to herein as the "License Area".

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. Licensor, in consideration of the covenants and agreements made by Licensee herein, grants to the Licensee a non-exclusive license to utilize the License Area for the purpose of painting the buildings and structures located thereon, and for performing or effecting other various improvements to such buildings, structures or other fixtures as desired by the Licensee and approved by the Licensor's Board of Supervisors from time to time. All costs, expenses and fees whatsoever associated in any way, either directly or indirectly, with any improvements,

modifications, upgrades, repairs or painting performed by the Licensee in the License Area, now or in the future in accordance with this Agreement, shall be the sole responsibility of the Licensee; Licensors shall not be responsible for such costs under any circumstances.

2. The license granted herein shall be for a term commencing on April 10, 2008, and ending April 9, 2018 (the "Original Term"), unless terminated sooner as provided for in this Agreement. Upon the expiration of the Original Term this Agreement shall automatically renew for successive ten (10) year terms unless terminated as provided for in this Agreement.

3. The size, location, style, design, aesthetics, color and placement, as well as the manner and method of installation and application, of any painting or other improvements shall be subject to the prior written approval of Licensors, provided that such approval shall not be unreasonably withheld, delayed or conditioned.

4. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the installation, application, composition, height, size, location, use or color of any improvements effected by Licensee within the License Area and shall fully indemnify Licensors against any loss, cost, or expense which may be sustained or incurred by Licensors as a result of the installation, application, composition, height, size, location, use or color of any improvements effected by Licensee within the License Area unless such loss is due to the negligence of Licensors, its employees, agents, or invitees. Licensors make no representation that applicable laws, ordinances, or regulations permit the application or installation of paint or other improvements within the License Area.

5. All work performed by Licensee, its agents, employees or contractors within the License Area shall have a warranty against defects to the same degree as is standard in the applicable industry with which the particular type of work is associated. Should any defects in any work in the License Area be discovered during the applicable warranty period, Licensee shall diligently, and in good faith, pursue all available remedies under the warranty to ensure that such defects are corrected. If Licensee cannot cause such defects to be corrected at the responsible parties' expense, Licensee shall be responsible for correcting said defects within a reasonable amount of time, as determined by the nature of the defect.

6. Licensors grant to Licensee, its agents, guests, employees, invitees, representatives and designees the right, to be exercised as set forth herein, to enter upon the License Area for the sole purpose of installing, applying or effecting painting or other improvements associated with the buildings, structures or fixtures located within the License Area. Notwithstanding anything contained herein, Licensee's, or its agents', guests', employees', invitees', representatives' or designees' access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of Licensors' improvements located thereon) or with any of the Licensors' other operations or activities or those of the general public.

7. Licensee shall promptly repair any damage to the License Area, or any improvements located thereon, directly or indirectly caused by Licensee or Licensee's agents, contractors or employees. Should Licensee fail to repair any such damage, Licensor may elect, but shall not be obligated to, perform such repairs and Licensee shall reimburse Licensor for the costs of the repair upon written notice from Licensor. If Licensee fails to reimburse such costs within thirty (30) days following receipt of Licensor's written notice, such amounts comprising the costs in question shall bear interest at the highest rate allowed by law.

8. Once any improvements previously approved by Licensor, in accordance with this Agreement, have been completed within the License Area, such improvements will be maintained and operated, as applicable, by the Licensor.

9. Licensee agrees to defend, indemnify, and save harmless Licensor from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by Licensor arising from, growing out of, or resulting from Licensee's activities within, or use of, the License Area or any other adjacent areas where Licensee's equipment may be located, including costs, attorney's fees, and other expenses incurred by Licensor in defending any such claim unless such loss, damage, or injury is due to the negligence of Licensor, its employees, agents, or invitees.

10. Licensee waives and releases all claims against Licensor, its officers, directors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the License Area, or any other person, occurring in or about the Property and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Area or any part of it or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any Licensee's officers, directors, agents, employees, contractors and servants or of any other person; except for the negligence of or omission by Licensor, its officers, directors, agents, employees, contractors and servants.

11. The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the License Area and shall not preclude Licensor from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing unreasonable interference with the activities being carried on by Licensee in accordance with this license. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses.

12. No notice or demand related to or required by this Agreement shall be effective unless the notice or demand is in writing and is either delivered personally to the party for whom it is intended, or to an officer of the party if a corporation, or sent by United States registered or certified mail, return receipt requested. Either party may, however, by notice to the other, from time to time designate another address in the United States to which notices mailed more than 10 days afterwards shall be addressed. Notices mailed as described above shall be effectively given as of the date of mailing. Notices shall be mailed to the addresses as listed below:

If to Licensors: Reunion East Community Development District
District Office
201 E. Pine St. Suite 950
Orlando, FL 32801
Attn: District Manager

With a copy to: Shuffield, Lowman & Wilson, P.A.
District Counsel
1000 Legion Place, Suite 1700
Orlando, FL 32801
Attn: Colt H. Little, Esq.

If to Licensee: Reunion Resort & Club of Orlando Master Association, Inc.
215 Celebration Place, Suite 200
Celebration, FL 34747
Attn: _____

With a copy to: Ginn Property Management, LLC
215 Celebration Place, Suite 200
Celebration, FL 34747
Attn: Melissa Shane

With a copy to: Baker & Hostetler, LLP
200 South Orange Avenue
Orlando, FL 32802
Attn: William C. Guthrie, Esq.

13. Upon any default by Licensee under this Agreement, Licensors shall provide written notice of such default to Licensee and Licensee shall have thirty (30) days from receipt of such written notice to cure said default. If, due to circumstances beyond Licensee's control, the default cannot be cured within the thirty (30) day period, Licensee shall be granted additional time, as necessary, to cure the default so long as Licensee commences to cure the default within the thirty (30) day notice period and is diligently pursuing the cure of the default. In the event Licensee fails to cure the default within the thirty (30) day period (or, where additional time to cure is required, fails to commence and diligently pursue the cure within the thirty (30) day period) Licensors shall have the right to terminate this License upon written notice to Licensee and said termination shall be effective upon Licensee's receipt of such notice.

14. Notwithstanding anything herein to the contrary, Licensors may terminate the license granted herein, with or without cause, upon thirty (30) days written notice to the Licensee.

15. This Agreement shall be binding upon the successors and assigns of the parties, provided that Licensee shall not assign or transfer the license granted herein to anyone else without Licensors's prior written consent, which may be withheld at its sole discretion.

16. The Licensee shall obtain and keep in force, at Licensee's expense, all types and amounts of insurance coverage considered customary and reasonable within its industry. 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 Licensors.

17. Nothing herein shall cause or be construed as a waiver of the Licensors' sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this License 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.

18. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.

19. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this License 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.

20. No modification, waiver, amendment, discharge or change of this License 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.

21. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this License 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 actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

22. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

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

Attest:

M J L
Secretary/Asst. Secretary

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**
a Florida community development district

By: Ralph Zeigler
Chairman, Board of Supervisors

WITNESSES:

Judy R. Emous
Print: Judy R. Emous
David L. Burman
Print: David L. Burman

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.,** a Florida non-profit corporation

By: Melissa Shane
Print: Melissa Shane
Title: President

EXHIBIT “A”

LICENSE AREA



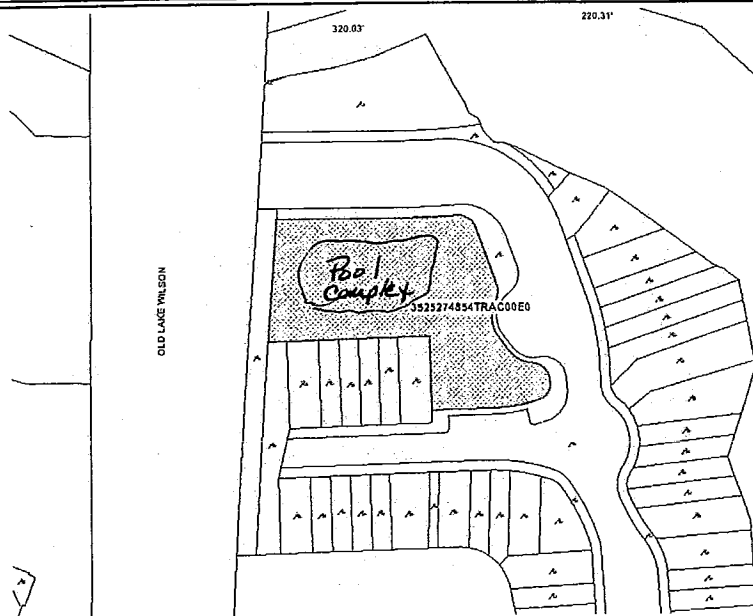
Osceola County Property Appraiser

www.property-appraiser.org

Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Carrige Pointe Parcel

Parcel Detail



Owner Information

Parcel 3525274854TRAC00E0
REUNION
RESORT &
CLUB OMA INC
Mailing Address 5401 S KIRKMAN RD STE 500
ORLANDO , FL 32819
Physical Address 7585 ASSEMBLY LN
Tax District 300
Description SINGLE FAMILY-IMPROVED
Legal REUNION PHASE 1 PARCEL 2 PE
PGS 144-148 TRACT E POOL ARE
RECREATION 26-25-27

Current Values

Current Value represents working appraised values as of 3/30/2008, which are subject to change prior to certification

Land	\$7,600.00
AG	\$0.00
Extra Features	\$0.00
Buildings	\$1.00
Appraised (Just)	\$2.00
Assessed*	\$2.00
Exempt	\$0.00
Taxable	\$2.00

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax as of 10/4/2007

Land	\$1.00
AG	\$0.00
Extra Features	\$0.00
Buildings	\$1.00
Appraised (Just)	\$2.00
Assessed*	\$2.00
Exempt	\$0.00
Taxable	\$2.00

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information More

Seq#	Legal	Price	Date	Deed Type
0	0-0	\$0.00	2/14/2002	ANY NAME CHG DOC
1	1977-922	\$1,600,000.00	12/20/2001	SPECIAL WARR DEED
2	1928-1279	\$0.00	8/30/2001	QUIT CLAIM DEED

Building Information More

Description	Year Built	Area	Value	Roof	Wall
RECREATN	2005	484	\$1.00	COMP SHNGL	CB HARDI

Land Information More

Description	Units	Units Type	Value	Frontage	Depth
RURAL ACREAGE	33105.6	SF	\$7,614.29	33105	

Extra Features Information More

Description	Year Built	Value	Units	Unit Type
BRICK-TILE PAD-A	2005	\$1,400.00	285	
PL/DECK-G	2005	\$10,400.00	2857	
SPA-G	2005	\$8,000.00	78	

Please Note: The Osceola County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. No warr

**REUNION RESORT & CLUB OF ORLANDO MASTER
ASSOCIATION, INC.**

**WRITTEN ACTION OF THE BOARD OF DIRECTORS
WITHOUT A MEETING**

The undersigned, being all of the members of the Board of Directors (the "Board") of REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC., a Florida nonprofit corporation (the "Association"), pursuant to the provisions of Section 617.0821 and Chapter 720, *Florida Statutes*, hereby affirmatively votes for, consents to, and approves of the following resolutions and the action to be taken thereunder:

WHEREAS, REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, and located in Osceola County Florida (the "District"), is the owner of certain parcels of real property within the boundaries of the District more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "License Area"); and

WHEREAS, the Association is an association created to be comprised of all owners of real property within a development commonly referred to as Reunion to operate and maintain common property and improvements and to administer and enforce the Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando, as amended (the "Master Declaration") and the other governing documents of the Association as defined in the Master Declaration; and

WHEREAS, the Association exists and is operating within the boundaries of the District; and

WHEREAS, the Association, in furtherance of its goals and objectives as an association, desires to construct, install or place, or have constructed installed or placed on its behalf, painting of the buildings and structures at a specified location within the Carriage Pointe Swimming Pool Complex, as defined in the License Agreement between the District and the Association which location is depicted in Composite Exhibit "A" and shall be referred to herein as the "License Area".

WHEREAS, the Association is desirous of entering into this License Agreement to allow for construction , installation or placement, or have constructed installed or placed on its behalf, painting of the building and structures at a specified location within the Carriage Pointe Pool Complex; and

WHEREAS, the Board deems it to be in the best interest of the Association to proceed with the License Agreement and consummate all of the transactions related to the License Agreement, including, without limitation, execution by the Association of the License Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Association does hereby authorize, ratify and approve the License Agreement and all of the transactions contemplated by the License Agreement, including, without limitation, the License Agreement.

FURTHER RESOLVED, that the Chairman of the Board of the Association (the "Authorized Officer") is hereby authorized and directed in the name of and on behalf of the Association to execute and deliver the License Agreement and any and all documents contemplated by the License Agreement, with such changes thereto as the Authorized Officer deems necessary or appropriate, and the execution and delivery thereof shall be conclusive evidence of such determination and shall constitute approval and ratification by the Association.

FURTHER RESOLVED, that the Authorized Officer is hereby authorized and directed to take all such further actions and to execute and deliver, in the name of and on behalf of the Association, any and all such further documents, agreements, certificates, instruments and undertakings, and to incur all such fees and expenses, as the Authorized Officer deems necessary or advisable to carry out the purpose of the foregoing resolutions and that the taking of each such action, the execution and delivery of each such document or instrument, and the payment of each such expense shall be conclusive evidence of its necessity and advisability.

FURTHER RESOLVED, that any and all actions taken by the Authorized Officer prior to the date hereof and contemplated by the foregoing resolutions are hereby adopted and approved as the acts and deeds of the Association.

The undersigned hereby consent to the adoption of the above resolutions and direct that this Written Action of the Board of Directors Without a Meeting (this "Action") be placed in the minute book of the Association to have the same force and effect as if such resolutions were adopted at a meeting at which the undersigned were personally present. This Action may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Action need not all be on a single copy of this Action and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Written Action of the Board of Directors Without a Meeting as of the 10th day of April, 2008.

Melissa Shane
Melissa Shane

Shawn George
Shawn George

Charlie Hardiman
Charlie Hardiman

EXHIBIT "A"

LICENSE AREA



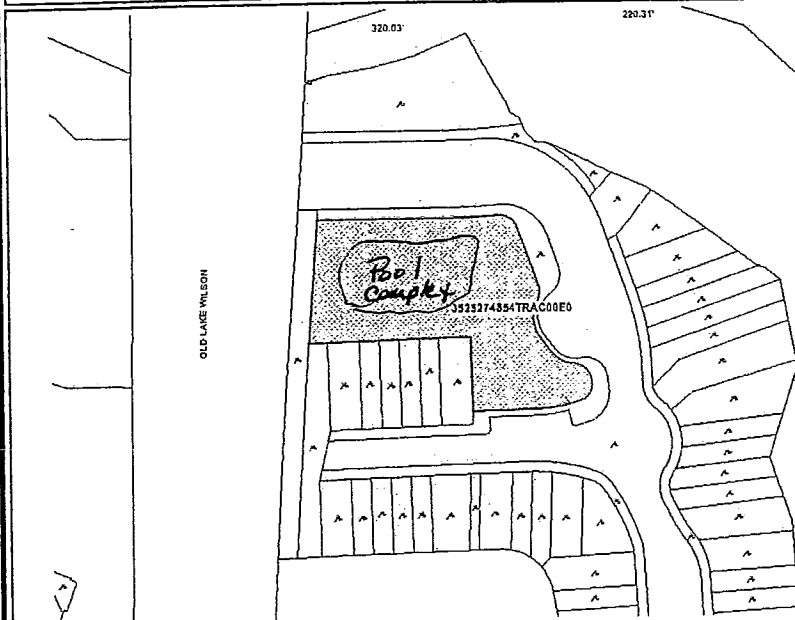
Osceola County Property Appraiser

www.property-appraiser.org

Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Carriage Pointe Parcel

Parcel Detail



Owner Information

Parcel 3525274854TRAC00E0
REUNION
RESORT &
CLUB OMA INC
5401 S KIRKMAN RD STE 500
Mailing Address ORLANDO, FL 32819
Physical Address 7585 ASSEMBLY LN
Tax District 300
Description SINGLE FAMILY-IMPROVED
Legal REUNION PHASE 1 PARCEL 2 PE
PGS 144-148 TRACT E POOL ARE
RECREATION 26-25-27

Current Values

Current Value represents working appraised values as of 3/30/2008, which are subject to change prior to certification

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Buildings	\$1.00
Appraised (Just)	\$2.00
Assessed*	\$2.00
Exempt	\$0.00
Taxable	\$2.00

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

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Buildings	\$1.00
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Sales Information [More](#)

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Building Information [More](#)

Description	Year Built	Area	Value	Roof	Wall
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Land Information [More](#)

Description	Units	Units Type	Value	Frontage	Depth
RURAL ACREAGE	33105.6	SF	\$7,614.29	33105	

Extra Features Information [More](#)

Description	Year Built	Value	Units	Unit Type
BRICK-TILE PAD-A	2005	\$1,400.00	285	
PL/DECK-G	2005	\$10,400.00	2857	
SPA-G	2005	\$8,000.00	78	

Please Note: The Osceola County Property Appraiser makes every effort to produce and publish the most current and accurate information possible. No warranty is made.

**REUNION RESORT & CLUB OF ORLANDO MASTER
ASSOCIATION, INC.**

**WRITTEN ACTION OF THE BOARD OF DIRECTORS
WITHOUT A MEETING**

The undersigned, being all of the members of the Board of Directors (the "Board") of REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC., a Florida nonprofit corporation (the "Association"), pursuant to the provisions of Section 617.0821 and Chapter 720, *Florida Statutes*, hereby affirmatively votes for, consents to, and approves of the following resolutions and the action to be taken thereunder:

WHEREAS, the Association is an association created to be comprised of all owners of real property within a development commonly referred to as Reunion to operate and maintain common property and improvements and to administer and enforce the Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando, as amended (the "Master Declaration") and the other governing documents of the Association as defined in the Master Declaration; and

WHEREAS, the Association, in furtherance of its goals and objectives as an association, desires to paint all sixteen (16) buildings and pool house within the Carriage Pointe parcel by execution of a painting contract between All Star Painting and the Association which is depicted in Composite Exhibit "A" and shall be referred to herein as the "Painting Contract".

WHEREAS, the Association is desirous of entering into this Painting Contract to allow painting of the Carriage Pointe parcel and Pool house, and

WHEREAS, the Board deems it to be in the best interest of the Association to proceed with the Painting Contract and consummate all of the transactions related to the Painting Contract Agreement, including, without limitation, execution by the Association of the Painting Contract..

NOW, THEREFORE, BE IT RESOLVED, that the Association does hereby authorize, ratify and approve the Painting Contract and all of the transactions contemplated by the Painting Contract, including, without limitation, the Painting Contract.

FURTHER RESOLVED, that the Chairman of the Board of the Association (the "Authorized Officer") is hereby authorized and directed in the name of and on behalf of the Association to execute and deliver the Painting Contract and any and all documents contemplated by the Painting Contract, with such changes thereto as the Authorized Officer deems necessary or appropriate, and the execution and delivery thereof shall be

conclusive evidence of such determination and shall constitute approval and ratification by the Association.

FURTHER RESOLVED, that the Authorized Officer is hereby authorized and directed to take all such further actions and to execute and deliver, in the name of and on behalf of the Association, any and all such further documents, agreements, certificates, instruments and undertakings, and to incur all such fees and expenses, as the Authorized Officer deems necessary or advisable to carry out the purpose of the foregoing resolutions and that the taking of each such action, the execution and delivery of each such document or instrument, and the payment of each such expense shall be conclusive evidence of its necessity and advisability.

FURTHER RESOLVED, that any and all actions taken by the Authorized Officer prior to the date hereof and contemplated by the foregoing resolutions are hereby adopted and approved as the acts and deeds of the Association.

The undersigned hereby consent to the adoption of the above resolutions and direct that this Written Action of the Board of Directors Without a Meeting (this "Action") be placed in the minute book of the Association to have the same force and effect as if such resolutions were adopted at a meeting at which the undersigned were personally present. This Action may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Action need not all be on a single copy of this Action and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Written Action of the Board of Directors Without a Meeting as of the 10 day of April, 2008.

Melissa Shane
Melissa Shane

Shawn George
Shawn George

Charlie Hardiman
Charlie Hardiman

EXHIBIT "A"

EXHIBIT "A"

All that tract or parcel of land described as REUNION PHASE 1, PARCEL 2, according to the plat thereof, as recorded in Plat Book 14, pages 144-148, inclusive, Public Records of Osceola County, Florida, including but not limited to REUNION PHASE 1 PARCEL 2, according to the plat thereof, as recorded in Plat Book 14, pages 144-148, Tract E Pool Area Recreation 26-25-27, Public Records of Osceola County, Florida.

ESTIMATE FOR
GINN PROPERTY MANAGEMENT
&
CARRIAGE POINTE TOWN HOMES
REUNION, FLORIDA

SUBMITTED BY
MIKE & LAURIE MEEHAN
AAA ALL STAR, INC.

MARCH 24, 2008

**ESTIMATE FOR
GINN PROPERTY MANAGEMENT
CARRIAGE POINTE TOWN HOMES
REUNION, FL 34747**

Submitted to: Oraine Williams, *Ginn Property Management*

Submitted by: Mike & Laurie Meehan, *AAA All Star, Inc.*

Submitted on: March 24, 2008

SPECIFICATIONS OF WORK– EXTERIOR PAINTING

A. Preparation

1. Chemically clean before pressure washing, walls, soffits, fascia, drip edge, patio floors, and any areas with mildew.
2. Pressure wash exterior of building with high-pressure washing and light detergent to remove paint chalk, loose peeling paint, dirt, mildew, and other loose particles.
3. Caulk around window and doorjambs with 35-year caulk, and also apply *ConFlex Elastomeric Patch, Brush On*, to larger settling cracks in walls and stucco bands.
4. Apply *Seal Crete Sealer* (Bonding Agent) to all surfaces before applying paint.
5. Cover floors, plants, lights, screens, windows, doorknobs, elect. boxes, and any permanent fixtures, etc., with plastic, drop cloths, and tape, before applying primer and paint.
6. Homeowners to have bushes cut back 10” to 12” away from walls of town homes before job starts.

B. Painting

1. Apply *Sherwin Williams Super or Porter AcryShield, Exterior Flat or Satin Paint*, to exterior stucco walls, garage doors, and lanai ceilings of each 4-Unit and 6-Unit town homes building. Color to match existing colors.
2. Apply *Sherwin Williams Super or Porter AcryShield, Exterior Flat or Satin Paint*, to stucco bands and window trim of each town home building. Color to match.
3. Apply *Sherwin Williams Super or Porter AcryShield, Exterior Flat or Satin Paint* to shutters and entrance doors of each town home building. Color to match.
4. Apply *Sherwin Williams Super or Porter AcryShield, Exterior Flat or Satin Paint* to walls, stucco bands, crown molding, and restroom doors of pool/guard house. Colors to match town homes.

5. Apply *H & C Shield Plus Concrete Stain* to front and back patio floors. Color to be match.

AAA ALL STAR, INC. agrees to furnish paint, labor, materials, equipment, and proper licenses and Insurance Certificates. All work to be done in a professional manner with minimal disruption to homeowners. Property to be left in neat order after each days work, and at completion of job.

References, Occupational Licenses and Liability Insurance are enclosed with this estimate.

Workman's Compensation Insurance and *Liability Insurance Certificates* will be requested by Insurance Companies upon acceptance of this estimate.

Five (5) year warranty on Labor

Seven (7) year warranty on Sherwin Williams Super Paint

TERMS

Sixty percent (60%) deposit prior to starting job

Balance due at completion and after final inspection

ESTIMATE

Paint walls, doors, trim, shutters, and concrete slabs on:

Fifteen 6 Unit and *one* 4 Unit Building, pool house, guard house, and mail center –

Eighty seven thousand dollars (\$87,000.00)

This estimate is respectfully submitted and is valid for 60 days from date of submission.

Mike & Laurie Meehan, *AAA ALL STAR, INC.*

4711 Briar Patch Lane

St. Cloud, FL 34771-9033

Office: (407) 891-9222

Fax: (407) 891-7226

Email: paintmikel@nivets.com

Estimate accepted by: Melissa Shane Date: 4-10-08

If this estimate is accepted, please sign, and mail or fax to our office for scheduling. Thank you.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 14th day of August, 2008, by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (herein referred to as "Licensor" or the "District"), and REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC., a Florida non-profit corporation (herein referred to as "Licensee").

RECITALS

A. WHEREAS, the Licensor 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 by Osceola County Ordinance #01-31 adopted on October 3, 2001; and

B. WHEREAS, the Licensee is an association created to be comprised of all owners of real property within a development commonly referred to as Reunion to operate and maintain common property and improvements and to administer and enforce the Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando, as amended (the "Master Declaration") and the other governing documents of the association as defined in the Master Declaration; and

C. WHEREAS, the Licensee exists and is operating within the boundaries of the Reunion East Community Development District; and

D. WHEREAS, the Licensor, on its behalf, has had unmanned gates (herein the "Gates") or manned entry structures with gates (herein the "Gatehouses") constructed at particular entrance locations within the District as such locations are depicted on Exhibit "A" attached hereto (said locations depicted on Exhibit "A" shall be referred to collectively herein as the "License Areas"); and

E. WHEREAS, the Licensor, on its behalf, has previously installed certain gate operating systems, as detailed in the attached Exhibit "B", at the Gates and Gatehouses within the License Areas (collectively herein the "Gate Operating Systems") which are operated in accordance with Rules of the District, Chapter 8 of which is attached hereto as Exhibit "C" (the "Gate Operating Rules"); and

F. WHEREAS, the Licensor and Licensee previously entered into that certain agreement referred to as the "Amended and Restated Security Services Provider Agreement (Operations) dated November 10, 2005", (attached hereto for reference as Exhibit "D") whereby Licensee is providing professional security services including the staffing (where applicable) and operation of the Gates and Gatehouses in accordance with all applicable statutes, regulations, ordinances and orders, as well as the Gate Operating Rules; and

G. WHEREAS, the Licensee, in furtherance of its goals and objectives as an association, desires to construct, install or place, or have constructed, installed or placed on its behalf, advanced and upgraded Gate Operating Systems which may include or consist of, but are not limited to, video cameras and recorders, sensors, digital readers and applicable software/database platforms (said advanced and upgraded Gate Operating Systems, together with their aforementioned components, shall be referred to herein as the "Enhanced Gate Operating Systems") at certain Gate(s) or Gatehouse(s) within the License Areas, and said Improvements shall not materially affect the Licensor's use of the Gates, Gatehouses or License Areas.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. Licensor, in consideration of the covenants and agreements made by Licensee herein, grants to the Licensee a non-exclusive license to utilize the License Areas for the purpose of constructing, installing, placing, operating, maintaining, repairing and accessing Enhanced Gate Operating Systems, as more fully described in the attached Exhibit "B", within the License Areas. All costs, expenses and fees whatsoever associated in any way, either directly or indirectly, with any installations, construction, improvements, modifications, upgrades, maintenance or repairs performed by the Licensee in the License Areas, now or in the future in accordance with this Agreement, as well as the operation of the Enhanced Gate Operating Systems, shall be the sole responsibility of the Licensee; Licensor shall not be responsible for such costs or expenses under any circumstances.

2. The license granted herein shall be for a term commencing on August 14, 2008, and ending August 13, 2018 (the "Original Term"), unless terminated sooner as provided for in this Agreement. Upon the expiration of the Original Term this Agreement shall automatically renew for successive ten (10) year terms unless terminated as provided for in this Agreement.

3. The type, size, location, style, design, aesthetics, construction, installation, or placement of the Enhanced Gate Operating Systems shall be subject to the written approval of Licensor, provided that such approval shall not be unreasonably withheld, delayed or conditioned.

4. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the installation, maintenance, height, size, location, use, operation, and removal of the Enhanced Gate Operating Systems and shall fully indemnify Licensor against any loss, cost, or expense which may be sustained or incurred by Licensor as a result of the installation, maintenance, location, use, operation, or removal of the Enhanced Gate Operating Systems unless such loss is due to the gross negligence of Licensor, its employees, agents, or invitees. Licensor makes no representation that applicable laws, ordinances, or regulations permit the installation, use or operation of the Enhanced Gate Operating Systems on the subject real property.

5. Licensor grants to Licensee, its agents, guests, employees, invitees, representatives and designees the right, to be exercised as set forth herein, to enter upon the License Areas for the sole purpose of constructing, installing, maintaining, operating, removing and/or gaining access to Licensee's Enhanced Gate Operating Systems and associated improvements. Notwithstanding anything contained herein, Licensee's, or its agents', guests', employees', invitees', representatives' or designees' access and utilization of the License Areas shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Areas (or any of Licensor's improvements located thereon) or with any of the Licensor's other operations or activities or those of the general public.

6. Licensee shall promptly reimburse Licensor for the costs of repair of any damage to the License Areas, or any improvements located thereon, directly or indirectly caused by Licensee's Enhanced Gate Operating Systems or the installation, operation, use, maintenance, or removal of the Enhanced Gate Operating Systems or other installations related thereto of the Licensee.

7. Licensee, at its expense, shall be solely responsible for and shall maintain, at all times, its Enhanced Gate Operating Systems in a safe, structurally sound, clean, attractive and sightly condition and shall indemnify and save harmless Licensor from and against all liens and claims of mechanics and materialmen furnishing labor and materials in the construction and maintenance of same. Licensee hereby specifically acknowledges that it is the sole owner of the Enhanced Gate Operating Systems, and that Licensee is the sole entity responsible for the maintenance, repair and upkeep of the Enhanced Gate Operating Systems.

8. Licensee agrees to defend, indemnify, and save harmless Licensor from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by Licensor arising from, growing out of, or resulting from Licensee's Enhanced Gate Operating Systems, Licensee's installation or use of the License Areas or any other adjacent areas where Licensee's equipment may be located, including costs, attorney's fees, and other expenses incurred by Licensor in defending any such claim unless such loss, damage, or injury is due to the negligence of Licensor, its employees, agents, or invitees.

9. Licensee waives and releases all claims against Licensor, its officers, directors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the License Areas, or any other person, occurring in or about the License Areas and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Areas or any part of it or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any Licensee's officers, directors, agents, employees, contractors and servants or of any other person; except for the negligence of or omission by Licensor, its officers, directors, agents, employees, contractors and servants.

10. The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the License Areas and shall not preclude Licensor from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing

unreasonable interference with the activities being carried on by Licensee in accordance with this license. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses. Licensee shall not change or materially alter the Enhanced Security System without the prior written consent of Licensors.

11. No notice or demand related to or required by this Agreement shall be effective unless the notice or demand is in writing and is either delivered personally to the party for whom it is intended, or to an officer of the party if a corporation, or sent by United States registered or certified mail, return receipt requested, or by a recognized overnight courier. Either party may, however, by notice to the other, from time to time designate another address in the United States to which notices mailed more than 10 days afterwards shall be addressed. Notices mailed as described above shall be effectively given as of the date of mailing. Notices shall be mailed to the addresses as listed below:

If to Licensors:	Reunion East Community Development District District Office 201 E. Pine St. Suite 950 Orlando, FL 32801 Attn: District Manager
With a copy to:	Shuffield, Lowman & Wilson, P.A. District Counsel 1000 Legion Place, Suite 1700 Orlando, FL 32801 Attn: Colt H. Little, Esq.
If to Licensee:	Reunion Resort & Club of Orlando Master Association, Inc. 215 Celebration Place, Suite 200 Celebration, FL 34747 Attn: Melissa Shane
With a copy to:	Ginn Property Management, LLC 215 Celebration Place, Suite 200 Celebration, FL 34747 Attn: Melissa Shane
With a copy to:	Baker & Hostetler, LLP 200 South Orange Avenue Orlando, FL 32802 Attn: William C. Guthrie, Esq.

12. Upon any default by Licensee under this Agreement, Licensors shall provide written notice of such default to Licensee and Licensee shall have thirty (30) days from receipt of such written notice to cure said default. If, due to circumstances beyond Licensee's control, the

default cannot be cured within the thirty (30) day period, Licensee shall be granted additional time, as necessary, to cure the default so long as Licensee commences to cure the default within the thirty (30) day notice period and is diligently pursuing the cure of the default. In the event Licensee fails to cure the default within the thirty (30) day period (or, where additional time to cure is required, fails to commence and diligently pursue the cure within the thirty (30) day period) Licensor and shall have the right to terminate this License upon written notice to Licensee and said termination shall be effective upon Licensee's receipt of such notice.

13. Notwithstanding anything herein to the contrary, Licensor may terminate the license granted herein, with or without cause, upon thirty (30) days written notice to the Licensee. Upon the termination of this license by Licensor, the Enhanced Gate Operating Systems installed under the terms of this license shall be removed by Licensee and the License Areas where they were installed shall be restored by Licensee to as good condition as existed immediately prior to installation of the Enhanced Security Systems. Both the removal of the Enhanced Gate Operating System and subsequent restoration, as described herein, shall be completed within thirty (30) days of such termination.

14. In accordance with Section 18 the Amended and Restated Security Services Provider Agreement (Operations) dated November 10, 2005 between the District and the Licensee, any books, documents, records, correspondence or other information kept or obtained by the District or furnished by the District to the Licensee in connection with this License Agreement, and any related records, are property of the District. The Licensee agrees and acknowledges that any and all such books, documents, records correspondence or other information may be public records under Chapter 119, *Florida Statutes*. The Licensee agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records or information maintained by the Licensee are "public records" which must be available to the public. The Licensee agrees and acknowledges that any and all such books, documents, records, information, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Section 720.303, *Florida Statutes*.

15. This Agreement shall be binding upon the successors and assigns of the parties, provided that Licensee shall not assign or transfer the license granted herein to anyone else without Licensor's prior written consent, which may be withheld at its sole discretion.

16. The Licensee shall obtain and keep in force, at Licensee's expense, all types and amounts of insurance coverage considered customary and reasonable within its industry. 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 Licensor.

17. Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this License 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.

18. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.

19. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this License 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.

20. No modification, waiver, amendment, discharge or change of this License 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.

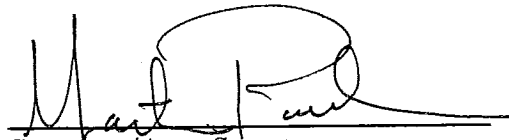
21. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this License Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its 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 actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

22. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

[Signatures continue on following page.]

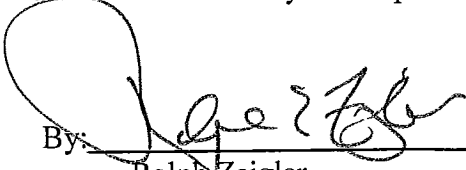
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

Attest:

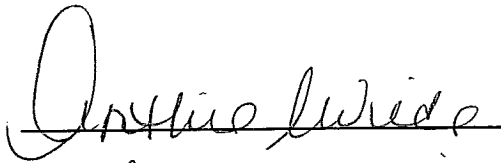


Secretary/Asst. Secretary

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**
a Florida community development district

By:


Ralph Zeigler
Chairman, Board of Supervisors

WITNESSES:


Print: Cynthia L. Wide

Print: Anne Stanziano

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.,** a Florida non-profit corporation

By:

Print:

Title:



Melissa Shane
Melissa Shane
President

EXHIBIT "A"

**Reunion East CDD
Gatehouses Addresses and Locations**

Gate Location	Address
Reunion Main Gate (Reunion Blvd)	7755 Osceola Polk County Line Road
Spline Road/ Hwy 545 Entrance	1350 S. Old Lake Wilson Road
Carriage Pointe Entrance Gate	901 S. Old Lake Wilson Road
Liberty Bluff Entrance Gate	1551 S. Old Lake Wilson Road or 7400 Block Excitement Dr.

EXHIBIT "B"

Project: Reunion - Gates

Agreement No. REU-06-108

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of the 23rd day of August 2006, by and between **Ginn-LA Orlando Ltd., LLLP** (herein referred to as the "Owner"), whose mailing address is 215 Celebration Place, Suite 200, Celebration, FL 34747, Attention: Contract Administration, and **Access Control Technologies** (herein referred to as the "Contractor"), whose mailing address is 1028 W. Washington Street, Orlando, FL 32805.

WITNESSETH

WHEREAS, Owner desires to employ the services of Contractor to perform the hereinafter described Work, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. Agreement: The Agreement consists of this Construction Services Agreement, the Scope of Work, the Special Contract Conditions, the form of Change Order, the forms of Final and Partial Release, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 7.

b. Work: The term "Work" as used in this Agreement shall be construed to include all Work set forth on the Exhibits listed in Article 2a. below, all obligations of Contractor under this Agreement and where any Change Orders have been issued pursuant to Article 7 of this Agreement, the changed Work set forth therein.

c. Owner's Representative: The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Ginn Development Company, LLC**, whose mailing address is 215 Celebration Place, Suite 400, Celebration, FL 34747, ATTN: Robert Ginn; provided, however, that the Owner may, at any time in its sole discretion unilaterally amend this Article by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Contract.

2. SCOPE OF WORK.

a. The nature, scope and schedule of the Work to be performed by Contractor under this Agreement is set forth on the following list of Exhibits, which are attached hereto and incorporated herein by reference:

- i. Exhibit A, Scope of Work, 4 pages.
- ii. Exhibit B, Special Contract Conditions, 2 pages.
- iii. Exhibit C, Change Order form, 1 page.
- iv. Exhibit D, Final Release form, 1 page.
- v. Exhibit E, Partial Release form, 1 page.

3. SCHEDULE

a. Time limits hereinafter stated are of the essence of the Agreement. By executing this Agreement the Contractor confirms that the contract time is a reasonable period for performing the Work.

March 2005, ed.

b. The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. The Contractor shall complete the entire Work not later than **January 31, 2007**.

4. BASIS FOR COMPENSATION AND PAYMENTS.

a. Provided that the Contractor shall strictly and completely perform all of its obligations under the Agreement, and subject only to additions and deductions by Change Order as set forth in Article 7, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of **One Hundred Seventy Five Thousand One Hundred Fifty Five Dollars (\$175,155.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit, general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, permits, labor, supervision and materials), and any increases in said costs and expenses, in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

b. The Contractor shall on the twenty-fifth (25th) day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires. The Application for Payment shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, fully executed and completed either partial and/or final waivers and releases by the Contractor and its Subcontractors and Sub-subcontractors, whichever is applicable, as of the date of submission of the Application for Payment, which waivers shall be either in the form attached hereto as exhibits E or D. The furnishing of complete, properly executed partial and/or final releases are a condition precedent to the issuance of any payments hereunder by Owner.

c. Based on the Contractor's Application for Payment, the Owner shall make monthly payments to the Contractor of all approved amounts based on Work performed during the previous month. Such monthly payments shall be made on or before the fifteenth (15th) day of each calendar month or the twentieth (20th) day after receipt by the Owner of Contractor's application for payment and all supporting documentation, which the Owner may require, whichever is later.

d. Contractor shall be compensated for any Work beyond that set forth in Article 2, in such an amount as the parties shall mutually agree in advance, based on the guidelines set forth in Article 7 herein, such amount to be added to the Contract Sum and invoiced and paid in accordance with the terms of Paragraphs b and c above. Contractor shall not be entitled to any compensation for such Work unless Contractor has obtained the prior written authorization of Owner to perform the same in accordance with the provisions of Article 7 of this Agreement.

e. Owner shall have the right to reduce any portion of Contractor's scope of Work as set forth in Article 2, or in any Change Order, in accordance with the provisions of Article 7 of this Agreement. In such event, Owner shall by Change Order make an appropriate reduction of the Contract Sum.

f. All applications for payment must reference the agreement number and be transmitted to the following address:

Ginn Development Company LLC
Attn: Accounts Payable
1000 Reunion Way, Suite 300
Reunion, FL 34747

5. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Contractor hereby represents to Owner that: (a) it has the experience and skill necessary to perform the Work as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, and orders of any public, quasi public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and obligations required to be performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Work is to be performed including, without limitation, the surface conditions of

the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Work; (e) Contractor warrants all material and workmanship against any defects for a period of one year from the date of Substantial Completion and Contractor also acknowledges its obligation to perform under the statutory warranties applicable to Contractor under Chapter 718 of the Florida Statutes.

6. INSURANCE; INDEMNIFICATION.

a. Contractor shall, throughout the performance of its Work pursuant to this Agreement, maintain the insurance outlined herein. Owner in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or Subcontractors and Contractor is free to purchase such additional insurance as Contractor may determine necessary. Any combination of primary and umbrella limits that meet the total required herein is acceptable. Contractor shall maintain:

(i) Occurrence basis Comprehensive General Liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Work under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Business Automobile insurance covering liability arising out of any automobile (including owned, hired, and non-owned automobiles) having limits of liability of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage. The automobile liability insurance policy shall be written on a form that provides coverage equal to or greater than that provided in ISO Form CA 0001 (endorsed, if necessary, to provide contractual liability coverage at least as broad as that provided in 1990 and later editions of CA 0001);

(iii) Worker's compensation insurance, as required by any applicable law or regulation, including, but not limited to, Worker's Compensation insurance for all Contractor's workers at the Project and anyone directly or indirectly employed by Contractor and anyone for whom Contractor may be liable for Worker's Compensation claims that may arise out of or result from work performed pursuant to this Agreement, and in the event any work is subcontracted, Contractor shall require all subcontractors similarly to provide worker's compensation insurance for each Subcontractor's employees and anyone directly or indirectly employed by such Subcontractors and anyone for whom such Subcontractors may be liable for worker's compensation claims that may arise out of or result from work pursuant to this Agreement. Any deficiencies or inadequacies in Subcontractors' coverage shall be the obligation of the Contractor;

(iv) Employer's liability insurance in the amount of not less than Two Million and No/100 Dollars (\$2,000,000) each accident for bodily injury and not less than Two Million and No/100 Dollars (\$2,000,000) for each employee for bodily injury by disease, and;

b. All such insurance required in Paragraph a. shall be in companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. All insurance must be primary and non-contributory with regard to any other insurance available to Owner or its Affiliates. All insurance must be written by insurance companies with an A.M. Best Co. rating of A VIII or better. Certificates of insurance (or copies of policies, if required by Owner), must be furnished to Owner and must include Owner and its Affiliates as additional insureds and contain a waiver of subrogation. (The additional insured requirement applies to all coverages except workers' compensation insurance and employers liability insurance. The waiver of subrogation applies to all insurance coverages). In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

c. Contractor shall fully defend, indemnify and hold Owner, its parent company, subsidiaries, related and affiliated companies, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, actions, causes of action, judgments, costs, damages, losses, or expenses of any nature

whatsoever (including attorneys' fees and expenses of litigation) arising directly or indirectly from or out of and/or relating in any way to: any act, omission and/or negligence of Contractor and/or its subcontractors and sub-subcontractors and their respective officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; and/or any other failure of Contractor to comply with the terms, provisions or obligations of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

d. Any policy of insurance issued pursuant to Article 6 above, covering the Contractor, its Subcontractors or Sub-subcontractors, shall include an endorsement providing that the underwriters waive their rights of subrogation against the Owner, the Owner's Representative, their respective parent companies, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each. The Contractor hereby waives, and it shall require its Subcontractors and Sub-subcontractors to waive, any and all rights of recovery which they or any of them may now or subsequently have against the Owner, the Owner's Representative, their respective parent companies, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each in connection with the Work.

e. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by the Contractor, such deductible shall be subject to Owner's approval. Any such deductibles shall be paid for, assumed by, for the account of and at Contractor's sole risk. Owner shall not be responsible for the payment of any such deductible.

7. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE WORK.

a. Change Orders must be in writing and signed by the Owner, in the form attached to this Agreement as Exhibit C. Change Orders shall consist of additions, deletions, or other modifications to the Agreement.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Change Orders which may require additional or revised scope of Work, or other written instructions and orders. All such work shall be governed by the provisions of this Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Change Order, the Contractor shall promptly proceed with the Change Order, and the resultant decrease or increase in the amount to be paid the Contractor and/or the time for the performance of the work, if any, shall be governed by the provisions of this Agreement.

c. If any Change Order will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis or a time and material basis, all as hereinafter more particularly described:

(i) If the Owner elects to have any Change Orders performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefore. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change Order (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change Order and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include reasonably anticipated gross wages of Job Site labor, including foremen, who will be directly involved in the Change Order (for such time as they will be so involved), plus payroll costs (including Social Security, federal or state unemployment insurance taxes and fringe benefits in connection with such labor required by union and/or trade agreements if applicable) and up to fifteen percent (15%) of such anticipated gross wages, as overhead and profit for any such entity actually performing the Change Order or a portion thereof. The portion of the proposal relating to materials may only include the reasonably anticipated direct costs to the Contractor, its Subcontractors or Sub-subcontractors (as applicable) of materials to be purchased for incorporation in the Change Order, plus transportation and applicable sales or use taxes, and up to fifteen percent (15%) of said direct material costs as overhead and profit for the entity actually supplying the materials. The proposal may further include the Contractor's or its Subcontractor's or Sub-subcontractor's reasonably anticipated direct rental costs in connection with the Change Order (either actual rates or discounted local published rates), plus up to six percent (6%) thereof as overhead and profit for the entity actually incurring such costs. If any of the items included in the lump sum proposal are

covered by unit prices contained in the Contract Documents, the Owner may elect to use these unit prices in lieu of the similar items included in the lump sum proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices. The lump sum proposal may only include up to six percent (6%) of the amount which the Contractor will pay to any Subcontractor, and up to six percent (6%) of the amount which a Subcontractor will pay to any Sub-subcontractor, for the Change Order as overhead and profit to the Contractor or Subcontractor (only a maximum of two contractual tiers of such markup may be included).

(ii) If the Owner elects to have the Change Order performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change Order (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change Order, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change Order or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change Order as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change Order, the location and description of the Change Order, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change Order covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change Order.

d. The Contractor shall afford, and shall cause its Subcontractors and Sub-subcontractors to afford, access to the Owner and/or its accountants at all reasonable times to any accounting books and records, correspondence, instructions, invoices, receipts, vouchers, memoranda and other records of any kind relating to the modifications in the Work and all Change Orders, all of which each of them shall maintain for a period of at least four (4) years from and after final completion of the Work. The Contractor and its Subcontractors and Sub-subcontractors shall make the same available for inspection, copying and audit, within three (3) days following notification to the Contractor of the Owner's intent to audit.

8. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Work, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Work, shall be in compliance with, and conform to: (a) all federal, state and local applicable laws, statutes, building codes, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Work is to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials. The Contractor shall, at its sole cost fully comply with all standards and levels of cleanup, removal or disposal as

the Owner may require. In the event the Contractor fails to comply with the requirements of this paragraph, the Owner may take all appropriate action to perform the necessary clean up activities and shall deduct any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action from the Contract Sum or from any sums then or thereafter due to the Contractor.

9. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Work performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after final completion of this Work. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

10. **CONFIDENTIALITY.** The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge or information of or from, material, data, strategies, systems or other information relating to the Work, or the Owner, or its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge or information acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

11. **ASSIGNMENT.** No party to this Agreement is entitled to assign, delegate or sublet this Agreement or any of its rights or obligations under this Agreement to any other party, either voluntarily or involuntarily, without the consent of the other party, which consent may not be unreasonably withheld / granted. Notwithstanding the foregoing, Owner may assign, delegate or sublet its rights and obligations under this Agreement: (i) to any of its Affiliates; or (ii) in connection with (a) a merger or consolidation of it into or with another Person, (b) a sale or assignment of substantially all its assets to another Person or (c) any other transaction which results in another Person owning substantially all of its assets; or (iii) as collateral in connection with a loan to or guaranteed by it. For the purposes of this section, any transaction, or series of transactions whereby the Persons who own the equity interests in any party to this Agreement as of the effective date above, transfer more than 50% of such equity interests to another Person or Persons is deemed an assignment by that party of its rights or obligations under this Agreement.

12. **SUSPENSION OR TERMINATION.** Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon three (3) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor shall be to pay to Contractor, that portion of the Contract Sum for all amounts owed for Work performed through the date of termination, including that portion of profit earned by Contractor on Work performed, plus any earned amounts for extra Work performed pursuant to Articles 4 and 7, through the date of termination. Contractor shall not be paid on account of loss of anticipated or unearned fees, profits, overhead or revenue on unperformed Work, or any other economic loss arising out of or resulting from such termination.

13. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors or Sub-subcontractors (collectively "Subcontractors") in connection with the performance of its Work under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Work.

b. Contractor shall coordinate the work of any Subcontractors, and remain fully responsible under the terms of this Agreement. Contractor shall be and remain responsible to Owner for the quality, timeliness, completeness and the coordination of all Work performed by the Contractor or its Subcontractors.

c. All subcontracts shall be writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.

14. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Ginn-LA Orlando Ltd., LLLP
c/o Ginn Development Company, LLC
215 Celebration Place, Suite 200
Celebration, FL 34747

Copy to: Ginn Development Company, LLC
215 Celebration Place, Suite 200
Celebration, FL 34747
Attention: Contract Administration

If to Contractor: Access Control Technologies
1028 W. Washington Street
Orlando, FL 32805

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. CONSENT TO JURISDICTION.

a. Each party hereto agrees to the exclusive jurisdiction of any court located in Orange County, Florida with respect to any claim or cause of action, whether in law or equity, including specific performance and interpleader, arising under or relating to this Agreement, and waives personal service of any and all process upon it, and consents that all services of process may be made by certified or registered mail, postage pre-paid and return receipt requested, to the address of the parties set forth in the Section relating to Notices hereof. Each party hereto waives trial by jury and any objection based on *forum non conveniens* and waives any objection to venue of any action instituted hereunder. Each party hereto agrees that a final judgment in any such action will be conclusive and may be enforced in any other jurisdiction by suit on a judgment or in any other manner provided by law. Nothing in this Section will affect the right of any party hereto to serve legal process in any other manner permitted by law. To the extent that any party hereto has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such party waives (to the fullest extent permitted by applicable law) such immunity in respect of its obligations hereunder.

b. If either party to this Agreement commences a dispute resolution proceeding, whether litigation, arbitration or otherwise, respecting any dispute or claim between the parties to this Agreement arising out of or relating to this agreement, or the breach thereof or the work/services performed pursuant thereto, the prevailing party shall be entitled to the recovery from the other party to the proceedings, of reasonable attorney's fees and other reasonably incurred expenses of the successful prosecution or defense of such proceedings. The term "dispute resolution proceeding" as used herein shall be deemed to include any appeal from a lower court judgment and any proceeding in the United States Bankruptcy Court, whether or not such proceeding involve adversary or contested matters.

16. NO LIENS. Contractor will not cause or permit any mechanics', materialmens', other lien or claim of lien (a "Lien") to be recorded with respect to any property owned, operated or managed by Owner or any of its Affiliates.

Nothing in this Agreement should be deemed or construed as constituting the consent or request of Owner to the recording of any Lien against any such property. In the event any such Lien is recorded with respect to any such property, in addition to any other available right or remedy, Owner or its Affiliate may pay the amount necessary to discharge the such Lien. In the event that Owner pays any amount to discharge such a Lien, Contractor will, promptly upon demand, reimburse Owner or its Affiliate for such amount. Within ten (10) days after receiving notice of any Lien, Contractor must: (a) have such Lien discharged and released; (b) cooperate thereafter with Owner or its Affiliate to accomplish such discharge and release and reimburse Owner or its Affiliate for the direct costs incurred in connection therewith; or (c) deliver to Owner or its Affiliate a bond in form, content, amount and issued by surety, satisfactory to Owner or its Affiliate as applicable, indemnifying, protecting, defending and holding harmless Owner or its Affiliate against all costs and liabilities resulting from such Lien and the foreclosure or attempted foreclosure thereof. Contractor's failure to comply with the provisions of this Section will be deemed a default under the Agreement entitling Owner or its Affiliate to exercise all available remedies at law and in equity including, but not limited to, the right to terminate Contractor's performance under this Agreement without further obligation or liability to Contractor whatsoever. Nothing herein should be construed to restrict Owner or any of its Affiliates from exercising any rights, enforcing, or taking any other actions it or they may be entitled to take with respect to any properties and activities relating thereto.

17. COUNTERPARTS. This Agreement may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart thereof.

18. SEVERABILITY. If a court of competent jurisdiction holds any provision of this Agreement to be contrary to law or void as against public policy or otherwise, such provision shall either be modified to conform to law or be considered severable, with the remaining provisions continuing in full force and effect.

19. CAPTIONS. All captions and headings referred to in this Agreement are for convenience only and should not be used to interpret the meaning of any Agreement provisions. When the masculine, feminine or neutral form of a word appears in this Agreement, that word should be construed to include men, women and other entities to which it applies.

20. MISCELLANEOUS PROVISIONS.

a. Any failure by the Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of the Owner by the Contractor from any and all claims, demands and causes of action whatsoever which the Contractor may have against the Owner in any way related to the subject matter of this Agreement and the Contractor shall as a condition precedent to receipt of final payment from the Owner, submit to the Owner a fully and properly executed Final Release, in the form attached to this Agreement as Exhibit D. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any claims, demands, actions and/or causes of action arising out of this Agreement, and the Contractor shall be and remain liable to the Owner in accordance with law for all costs, losses, and/or damages to the Owner caused by the Contractor's performance of any of the Work furnished pursuant to this Agreement.

c. It is understood and agreed that the Contractor is acting as an independent contractor in the performance of its Work hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between the Owner and the Contractor.

d. The rights and remedies of the Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.

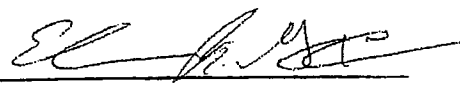
Construction Services Agreement
Page 9

Agreement No.: REU-06-108

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

OWNER:

GINN-LA ORLANDO LTD., LLLP

Authorized Signature: 

Print Name: Edward R. Ginn, IV

Title: Vice President of Development

For Review Only: _____
Jason Farmer

CONTRACTOR:

ACCESS CONTROL TECHNOLOGIES

Authorized Signature: 

Print Name: Rob Payne

Title: VP Sales

<p align="center">Exhibit A Scope of Work Agreement No.: REU-06-108</p>

SCOPE OF WORK:

The Contractor shall provide and pay for all materials, taxes, permits, tools, equipment, labor, supervision, insurances and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the following Work:

1. OVERVIEW:

- a. The effort at the ^{Reunion} Main Entrance Guardhouse consists of installing existing seven (7) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. Two single barrier gates will be installed at the visitor entrance lanes and one single barrier gate will be installed at the visitor exit lane. Five (5) guard control switches and an Owner provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

NOTE: Existing pavers will need to be removed to install loops.

- b. The effort at the ^{Spine Rd / Hwy 545} Reunion Square Guardhouse consists of installing five (5) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. Three (3) guard control switches and an Owner provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.
- c. The effort at the Carriage Point Guardhouse consists of installing four (4) powder-coated, ornamental aluminum swing gates with motorized operators. A bi-parting pair—working in a master/slave configuration—will be installed at the entrance and exit lanes. Two (2) guard control switches and an Owner provided telephone entry device will provide entry to residents and visitors. This system contains all necessary control devices to ensure proper operation.
- d. The effort at the ^{Reunion West Sinclair Rd and} Tradition Blvd Guardhouse consists of installing five (5) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. A single barrier gate will be installed at the visitor's entrance lane. Three (3) guard control switches and an Owner provided telephone entry device will allow access to residents and visitors. This system contains all necessary control devices to ensure proper operation.
- e. The effort at the ^{Liberty Bluff} Excitement Drive Guardhouse consists of removing existing barrier gates. Five (5) powder-coated, ornamental aluminum swing gates will be installed at the entrance and exit lane. A bi-parting pair—working in a master/slave configuration—will be installed at the resident's entry and the exit location. A single gate will be installed at the visitors' entry lane. Three (3) guard control switches and an Owner provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

NOTE: Contractor will assist with the interfacing of Owner provided card reader and telephone entry device.

2. BASE SYSTEM OPERATION AND EQUIPMENT:

a. Operation:

i. Resident Entry

- Guard Control Switches
- Owner provided card readers

ii. Visitor and Tradesmen Entry

- Telephone Entry Device Owner Provided
 - o By calling resident
 - o By using keypad
- Guard Control Switches

iii. Fireman, Police and Emergency Vehicle Entry

- Emergency vehicle Knox switch

iv. Exit

- Loop detector senses approach of vehicle causing gate to automatically open.

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- v. Gate Closing
 - Loop detector senses passing of vehicle causing gate to automatically close.
 - Gate automatically begins closing a few seconds after reaching the fully open position. If a vehicle is stopped in the closing path of the gate, closing will be delayed until the vehicle has moved (up to about 15 minutes).
 - vi. Auto-Open on Power Failure
 - In the event of power failure, all automated gates are to open and remain open until power is restored.
- b. Main Entrance Guardhouse Equipment
- i. 1 ea ACT pedestal for telephone entry device
 - ii. 5 ea Gate control switch
 - iii. 1 ea Emergency vehicle Knox switch
 - iv. 7 ea Single-channel detector
 - v. 7 ea Detector loops embedded in roadway
 - vi. 1 lt Labor to install existing barrier gates and new loops
- c. Reunion Square Guardhouse Equipment
- i. 1 ea ACT pedestal for telephone entry device
 - ii. 3 ea Gate control switch
 - iii. 1 ea Emergency vehicle Knox switch
 - iv. 4 ea DC Solutions "MegaArm T" barrier gate with 12' arm
 - v. 1 ea DC Solutions "MegaArm T" barrier gate with 15' arm
 - vi. 5 ea Surge suppression (power, communication and control) for barrier gate
 - vii. 5 ea Ground rod for barrier gate
 - viii. 4 ea Single-channel detector
 - ix. 4 ea Detector loops embedded in roadway
- d. Carriage Point Guardhouse Equipment
- i. 1 ea ACT pedestal for telephone entry device
 - ii. 2 ea Gate control switch
 - iii. 1 ea Emergency vehicle Knox switch
 - iv. 4 ea Elite model "CSW-200-UL" swing gate operator
 - v. 4 ea Elite model "DC-2000-CSW" battery backup
 - vi. 4 ea Surge suppression (power, communication and control) for gate operator
 - vii. 4 ea Ground rod for gate operator
 - viii. 3 ea Single-channel detector
 - ix. 5 ea Detector loops embedded in roadway
 - x. 4 ea Ornamental aluminum swing gate approximately 18' long x 6' high, powder-coated satin black.*
- *NOTE: Actual gate lengths do not reflect actual road widths, since gate lengths are measured from hinge post-to-hinge post (back of curb-to-back of curb).
- e. Tradition Blvd Guardhouse Equipment
- i. 1 ea ACT pedestal for telephone entry device
 - ii. 3 ea Gate control switch
 - iii. 1 ea Emergency vehicle Knox switch
 - iv. 4 ea DC Solutions "MegaArm T" barrier gate with 12' arm
 - v. 1 ea DC Solutions "MegaArm T" barrier gate with 15' arm
 - vi. 5 ea Surge suppression (power, communication and control) for barrier gate
 - vii. 5 ea Ground rod for barrier gate
 - viii. 5 ea Single-channel detector
 - ix. 5 ea Detector loops embedded in roadway

f. Excitement Drive Guardhouse Equipment

- i. 1 ea ACT pedestal for telephone entry device
- ii. 3 ea Gate control switch
- iii. 1 ea Emergency vehicle Knox switch
- iv. 5 ea Elite model "CSW-200-UL" swing gate operator
- v. 5 ea Elite model "DC-2000-CSW" battery backup
- vi. 5 ea Surge suppression (power, communication and control) for gate operator
- vii. 5 ea Ground rod for gate operator
- viii. 4 ea Single-channel detector
- ix. 6 ea Detector loops embedded in roadway
- x. 2 ea Ornamental aluminum swing gate approximately 14'6" long x 6' high, powder-coated satin black.*
- xi. 1 ea Ornamental aluminum swing gate approximately 16' long x 6' high, powder-coated satin black.*
- xii. 2 ea Ornamental aluminum swing gate approximately 10' long x 6' high, powder-coated satin black.*
- xiii. 1 lt Labor to remove existing barrier gates

3. BASE SYSTEM PRICE, CARD COSTS AND GATE DESIGN:

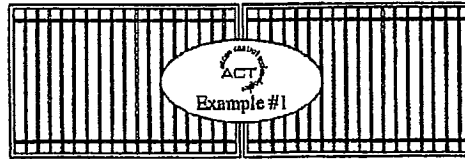
a. Main Entrance Guardhouse:	
Main entrance price including equipment, installation and freight:	\$19,775.00
b. Reunion Square Guardhouse:	
Reunion square price including equipment, installation and freight:	\$32,170.00
c. Carriage Point Guardhouse:	
Carriage point price including equipment, installation and freight:	\$37,025.00
d. Tradition Blvd Guardhouse:	
Tradition blvd. price including equipment, installation and freight:	\$32,635.00
e. Excitement Dr. Guardhouse:	
Excitement Dr. price including equipment, installation and freight:	\$47,050.00
f. Permits:	<u>\$6,500.00</u>
Base System Total:	
Total base system price including equipment, installation and freight:	\$168,655.00

4. QUALIFICATIONS AND EXCEPTIONS:

- a. The following items being provided by others:
 - i. All necessary chase ways for conduits under roadways with ends turned up and exposed.
 - ii. A 120vac power source within 100 unobstructed feet of the entrance and exit.
 - iii. A distribution box with the needed system circuit breakers.
 - iv. Telephone interface located at telephone entry device.
- b. All drive gate and pedestrian access gate hinge posts being installed in dirt. Any core drilling necessary to install these hinge posts where concrete exists, due to sidewalks, column footers, curbs, etc., will be billed separate from the base system total.

5. GATE DESIGN:

- a. The gate design in the base system is "Traditional Georgian". When fabricated in ornamental aluminum, pickets are 1" square mounted 6-1/4" o/c. All materials are powder-coated satin black.



6. INSTALLATION:

a. Includes the following:

- i. Installing all equipment.
- ii. Providing electrical power to system equipment (115vac, 20amp, single-phase, circuit breaker protected power to each item of equipment).
- iii. Providing of conduit and control wiring between equipment items.
- iv. Concrete work required for device mounting pads.
- v. Making all power and electrical connections to equipment.
- vi. Installing loops in driveway.
- vii. Testing out system for proper operation.
- viii. Training owner in operation of system.

c. Does not include the following:

- i. Providing 120 ac power to within 100 feet of the entrance/exits.(service, meter)
- ii. 6" chase ways, under roadways, with ends turned up and exposed.
- iii. Grounding of fence, if required or applicable.
- iv. Decorative brick paver removal, if required or applicable.
- v. Adequate signage, if required or applicable.
- vi. Adequate lighting, if required or applicable.
- vii. Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.
- viii. Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.
- ix. Removal of trees or other landscaping that may be required in order to install equipment.
- x. Repair and/or replacements of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
- xi. Cost of repairing undetected items that may be damaged during installation.
- xii. Cost of installing, and monthly rental on, telephone line required by telephone entrance device and/or programmable entry device.

End of Exhibit A

<p style="text-align: center;">Exhibit B Special Contract Conditions Agreement No.: REU-06-108</p>
--

The following is a list of Standard Rules & Regulations that must be adhered to by all Contractors and Subcontractors and the employees of each, performing Services at the Reunion site. The Contractor shall abide by the following rules and enforce compliance by its employees, subcontractors, suppliers, material men, agencies, etc.

1. Eating, smoking, and drinking of non-alcoholic beverages are restricted to the Owner's designated area, or Contractor's office.
2. The use of alcoholic beverages or illegal drugs is strictly prohibited. Use of such items shall result in immediate dismissal from the premises and subject to arrest.
3. Cigarettes, chewing tobacco, snuff, or other forms of oral tobacco are not allowed in and around community facilities.
4. Contractor's personnel are not permitted to use public restrooms. Restrooms will be designated by the Owner for Contractor's personnel use. Contractors are responsible for keeping restrooms clean.
5. Contractor's personnel shall not congregate on the grounds except to the extent necessary to perform the Services.
6. Contractor's personnel are prohibited from traveling through unauthorized areas. A route will be designated for pick-up and deliveries.
7. All ID tags, if provided by the Owner, must be worn by all personnel of Contractor when performing services on Owner's property.
8. No comments of a derogatory or offensive nature by the Contractor's employees or Subcontractor's employees will be tolerated at any time.
9. Any large equipment used at the site must be coordinated with the Owner with no less than twenty-four (24) hours advance notice.
10. No Owner-supplied materials are to leave the Owner's property.
11. Areas under repair, as well as storage areas in all unoccupied space are to be kept clean and in an orderly fashion on a daily basis.
12. If applicable, all trash and debris shall be delivered and deposited into Contractor's receptacles which shall be maintained by Contractor at those locations designated by the Owner. The area around trash dumpsters and parking areas shall be kept clean by Contractor. Contractor must remove all trash and debris from the site. Any accumulation of trash and debris on the site not removed by the Contractor will result in the Owner's performance of such work and all costs related shall be charged back to the Contractor.
13. Any interruption of utilities by the Contractor must be scheduled with twenty-four (24) hours prior written notice to the Owner.
14. Weekend work or after hours access to the site must be arranged through the Owner. A twenty-four (24) hour notice is required.
15. Contractors are to provide proper supervision on the job site at all times.
16. Loud music shall not be permitted.

17. Strictly prohibited work practices are as follows:
 - A. Working without evidence of insurance and/or necessary permits.
 - B. Commencing additional services, beyond the Scope of Services, prior to receipt of Owner's approval of the notification, except for emergency repair.
18. Owner reserves the right to interrupt Contractor's work due to special events on the premises.
19. Owner reserves the right, but not the obligation, to stop work in progress and notify Contractor of violations of the above rules and regulations. Work shall not proceed further until all parties agree to comply with the above rules and regulations.
20. No pets will be allowed on the premises at any time.
21. All Subcontractors will produce, upon request of the Owner, any city or state licenses required to perform their work.
22. Contractors and its Subcontractors shall adhere to all Federal and State Safety Regulations.
23. Contractor shall properly and adequately barricade areas under repair as to prevent entry by unauthorized personnel.
24. Exceptions to any of the above regulations can only be made through the prior written consent of the Owner.

End of Exhibit B



Access Control Technologies, Inc.

P. O. Box 550190
Orlando, FL 32855-0190
Phone: 407-422-8850
Fax: 407-649-8352

Page 89 of 486
Invoice

Date	Invoice #
4/23/2008	11692

Bill To

Ship To

Reunion
C/O Ginn Development
Attn: Judy Emens
1000 Reunion Way, Suite 300
Reunion, Fl. 34747

P.O. No.	Terms	Due Date	Rep	Job Number	Ship Date	Ship Via	Job Type
REU-06-108	Net 30	5/23/2008	BB	1475	4/23/2008		RC

Description

The effort at the Main Entrance Guardhouse consists of installing existing seven (7) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. Two single barrier gates will be installed at the visitor entrance lanes and one single barrier gate will be installed at the visitor exit lane. Five (5) guard control switches and a customer provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

NOTE: Existing pavers will need to be removed to install loops.

The effort at the Reunion Square Guardhouse consists of installing five (5) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. Three (3) guard control switches and a customer provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

The effort at the Carriage Point Guardhouse consists of installing four (4) powder-coated, ornamental aluminum swing gates with motorized operators. A bi-parting pair—working in a master/slave configuration—will be installed at the entrance and exit lanes. Two (2) guard control switches and a customer provided telephone entry device will provide entry to residents and visitors. This system contains all necessary control devices to ensure proper operation.

The effort at the Tradition Blvd Guardhouse consists of installing five (5) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. A single barrier gate will be installed at the visitor's entrance lane. Three (3) guard control switches and a customer provided telephone entry device will allow access to residents and visitors. This system contains all necessary control devices to ensure proper operation.

The effort at the Excitement Drive Guardhouse consists of removing existing barrier gates. Five (5) powder-coated, ornamental aluminum swing gates will be installed at the entrance and exit lane. A bi-parting pair—working in a master/slave configuration—will be installed at the resident's entry and the exit location. A single gate will be installed at the visitors' entry lane. Three (3) guard control switches and a customer provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

Retainage	18,040.00
Less Partial Payment on Retainage	-14,432.00


Sales Tax


Balance Due on Retainage

Total \$3,608.00

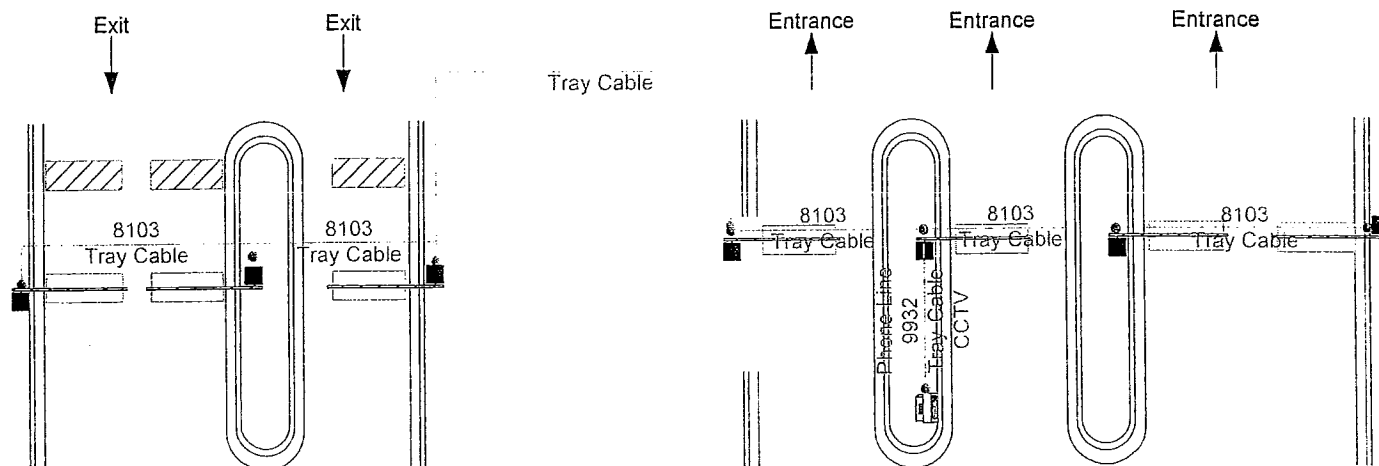
Payment in full is due in accordance with the terms stated. If not so paid, then Buyer is liable for Seller's attorney fees, discovery expenses, court costs, and interest from the date of the statement at 18% annual interest. Seller retains a security interest in the above goods.


SCHEDULE OF VALUES										
SUBCONTRACTOR NAME: ACCESS CONTROL TECHNOLOGIES, INC.										
CONTRACTED BY: GINN COMPANY										
PROJECT: REUNION 2006										
DATE: 4-23-07										
A	B	C	D	E	F	G	H	I		
NO.	ITEM DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS TO THIS	WORK COMPLETED THIS	STORED MATERIAL	TOTAL COMPLETED & STORED TO DATE	% (G/G)	BALANCE TO FINISH (C/G)	RETAINAGE	
1.	LOOPS	6300.00	6300.00	0.00	0.00	6300.00	100%	0.00	126.00	
2.	EQUIPMENT	98518.87	98518.87	0.00	0.00	98518.87	100%	0.00	1970.38	
3.	ELECTRICAL ROUGH	28517.12	28517.12	0.00	0.00	28517.12	100%	0.00	570.34	
4.	ELECTRICAL FINAL	15355.38	15355.38	0.00	0.00	15355.38	100%	0.00	307.11	
5.	PERMITS	6500.00	6500.00	0.00	0.00	6500.00	100%	0.00	130.00	
6.	METAL WORK	19963.63	19963.63	0.00	0.00	19963.63	100%	0.00	399.27	
7.	CHANGE ORDER #2	1775.00	1775.00	0.00	0.00	1775.00	100%	0.00	35.50	
8.	CHANGE ORDER #3	1735.00	1735.00	0.00	0.00	1735.00	100%	0.00	34.70	
9.	CHANGE ORDER #4	1735.00	1735.00	0.00	0.00	1735.00	100%	0.00	34.70	
GRAND TOTALS		180400.00	180400.00	0.00	0.00	180400.00	9.00	0.00	3608.00	
SALES REPRESENTATIVE: BRIAN BRINK										
CONTRACT ADMINISTRATOR: KATHY LOWERY										
Draw #9 Job# 1475										
Draws in by the 25th pd by the 15th										


 Free Exit Loop


 Interrupt Loop

AS BUILT Main Entrance (Labor Only)

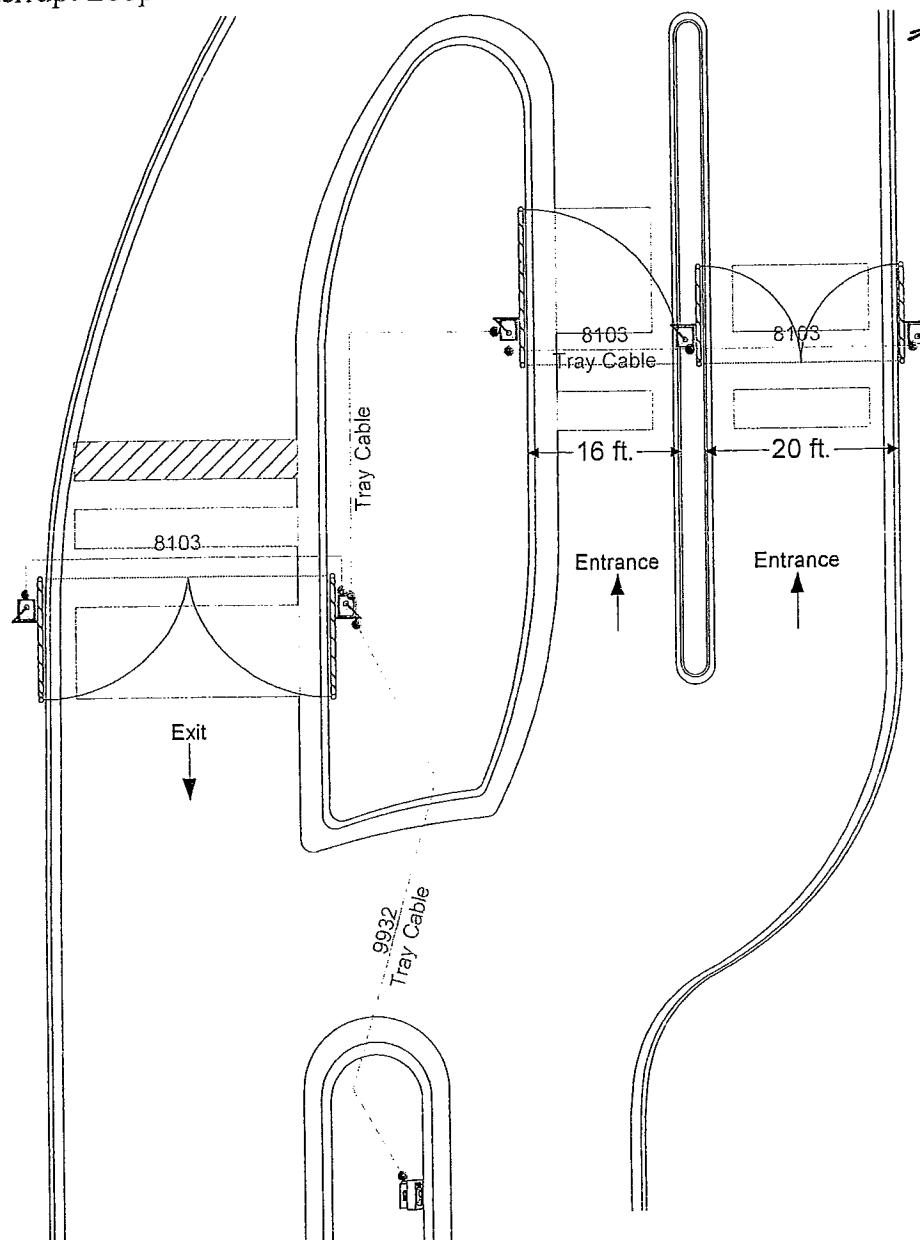
	Site drawing for: Reunion		Access Control Technologies		
	Prepared 04/12/2006		For Illustrative Purposes Only. Not to Scale.	FileName: Reunion 2006.vsd	
	Prepared by: Michelle C. Villalobos		Page # 4	Phone: (407) 422-8850	Fax: (407) 649-8352
			Proposed Access Control System Layout		email: sales@actflorida.com

 Free Exit Loop

 Interrupt Loop

AS BUILT
Excitement

oh



Site drawing for:
Reunion

Prepared 04/12/2006

Prepared by: Michelle C. Villalobos

Access Control Technologies

For Illustrative Purposes
Only. Not to Scale.

FileName:
Reunion 2006.vsd

Page # 5

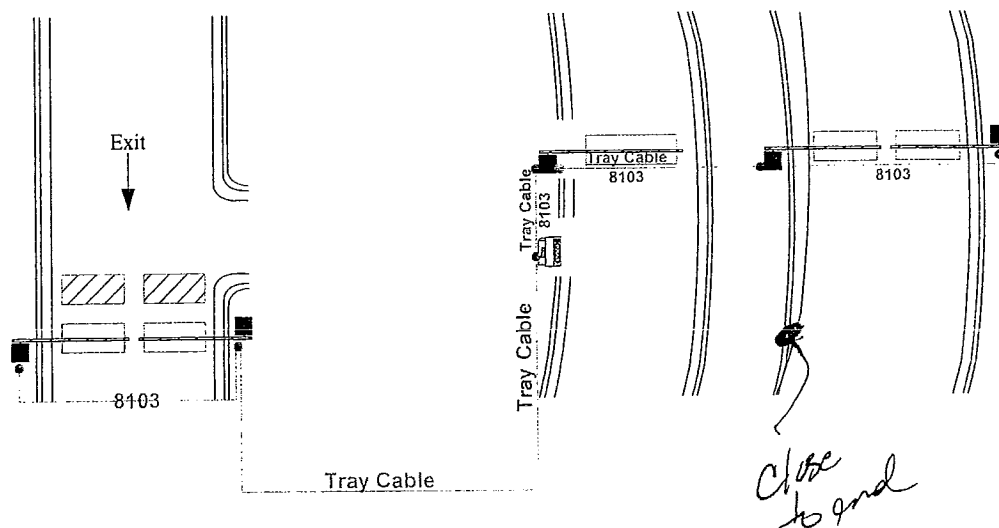
Phone: (407) 422-8850

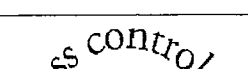
Fax: (407) 649-8352


Proposed Access Control System Layout


email: sales@actflorida.com

AS BUILT
Reunion Square Guardhouse

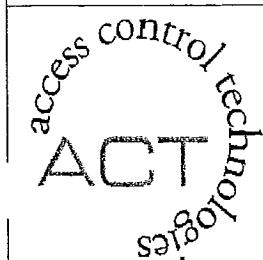
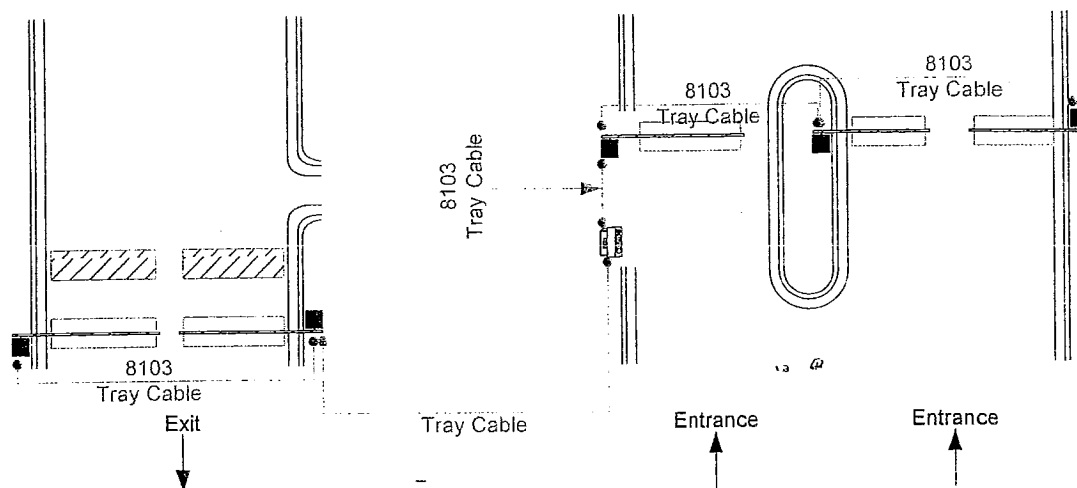


	Site drawing for: Reunion		Access Control Technologies		
			For Illustrative Purposes Only. Not to Scale.	FileName: Reunion 2006.vsd	
	Prepared 04/12/2006		Page # 2	Phone: (407) 422-8850	Fax: (407) 649-8352
	Prepared by: Michelle C. Villalobos		Proposed Access Control System Layout		email: sales@actflorida.com

 Free Exit Loop

 Interrupt Loop

AS BUILT Tradition Boulevard Guardhouse

Site drawing for:
Reunion

Prepared 04/12/2006

Prepared by: Michelle C. Villalobos

Access Control Technologies

For Illustrative Purposes
Only. Not to Scale.

FileName:
Reunion 2006.vsd

Page # 3

Phone (407) 422-8850

Fax: (407) 649-8352

Proposed Access Control System Layout

email: sales@actflorida.com

Exit Loop
Interrupt Loop

Carriage Point Entrance

Near ~~Old Lake Wilson~~
Old Lake Wilson

Customer Provided
Telephone Entry Device

Guard House

Gate length does not
allow sufficient space for
vehicles using the
turnaround.

28 ft. 8 in.

20 ft.

28 ft. 4 in.

1

Elite "CSW-200-UL" gate
operator

3

Elite "CSW-200-UL" gate
operator

2

Elite "CSW-200-UL" gate
operator

4

Elite "CSW-200-UL" gate
operator

Access Control
Technologies
ACT

Site drawing for:
Reunion

Prepared 04/12/2006

Prepared by: Michelle C. Villalobos

Access Control Technologies

For Illustrative Purposes
Only. Not to Scale.

File Name:
Reunion 2006.vsd

Page # 1

Phone (407) 422-8850

Fax (407) 649-8352

Proposed Access Control System Layout

email: info@acttexas.com

1" Seward Controls

all x

EXHIBIT “C”

**RULES OF THE
REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**

CHAPTER 8

GUARDHOUSE AND ROADWAY GATE OPERATIONS

SECTION 1 PURPOSE. The purpose of this rule is to establish procedures for the use and/or operation of the District's security guardhouse and roadway gates in such a manner as to provide security to the residents and property owners of the District while allowing public access to the public roadways of the District.

SECTION 2 ACCESS TO DISTRICT ROADWAYS. The District is a local unit of special purpose government established for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure and improvements pursuant to Chapter 190, Florida Statutes, including, but not limited to, the roadways owned and operated by the District (the "District's Roads"). The District's Roads shall remain accessible to the general public at all times subject only to certain security measures that are implemented by these rules.

SECTION 3 ROADWAY GATE OPERATIONS. Access to the District's Roads shall be allowed through gates that have been or will be erected across such roads. In order to facilitate the movement of vehicles through the primary entrance gate while providing security to the residents and property owners of the District, the guardhouse constructed at the main entrance to the District may be manned up to twenty-four (24) hours per day/seven (7) days per week by personnel employed or retained by the District. In the event that the guardhouse is unmanned, the gates will be placed in an upright position. Such personnel shall be available to manually operate the gate to allow access by any and all members of the public. However, the

security officer may record the vehicle license plate information and the date and time of vehicle entry into the District. In the event that the District Manager determines that an emergency exists and that the continued use and/or operation of the roadway gates would be unsafe, the roadway gates shall be placed in the upright position so as to leave the roadway unobstructed. In addition to a manned guardhouse which complies with the provisions of this Rule, the District may also provide for access to the District's Roads through the use of remote control devices, security codes, automatic vehicle detection switches or other means.

SECTION 4 MODIFICATION OF RULES. No modification of these rules shall be effective without twenty-one (21) days' prior written notice to Osceola County of the District's intention to make such modifications, which notice shall include a copy of any such proposed modifications.

SECTION 5 EFFECTIVE DATE. This rule shall become effective November 11, 2004.

Specific Authority: Chapter 190.011(5), 120.54, Florida Statutes.

Law Implemented: Chapter 190.011, 190.012, 190.035, Florida Statutes.

EXHIBIT "D"

AMENDED AND RESTATED
SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)

THIS AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT (this "Agreement") is entered into as of the 10th day of November, 2005, by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the "CDD"), and THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. a Florida not-for-profit corporation (the "POA").

RECITALS

WHEREAS, the CDD and the POA previously entered into a Security Services Provider Agreement dated October 14, 2005 (the "Prior Agreement").

WHEREAS, the CDD and the POA now desire to amend and restate the terms of the Prior Agreement in their entirety as set forth herein.

WHEREAS, the following amenities and properties are owned and operated by the Reunion East Community Development District (the "CDD"): See attached Exhibit "A" for a complete list of facilities, together with certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of such facilities (collectively, the "CDD Facilities").

WHEREAS, the POA acknowledges that the CDD, its residents and their guests expect a high level of service, quality and professionalism with regard to any security service provided within the CDD.

WHEREAS, the CDD, which encompasses approximately 1,000 acres, 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. The CDD was created in October 2001 by Osceola County Ordinance #01-31.

WHEREAS, the CDD owns the real property on which the CDD Facilities are constructed.

WHEREAS, the CDD desires the benefit of the presence and expertise of professional security services to assist in the monitoring and security of CDD Facilities upon the terms and conditions set forth in this Agreement, and the POA is willing to provide such security services to the CDD directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on October 1, 2005 and ending on December 31, 2006. At the end of this initial, approximately 15 month term, the Agreement shall be extended for a period of five (5) years and an addendum to this Agreement signed reflecting the new term of the Agreement; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the CDD.
3. Acceptance of Security Services Responsibility. The CDD hereby retains the POA to render the services herein stated in accordance with the standards set forth herein, and the POA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.
4. Specific Authority. The CDD hereby grants to the POA the power and authority to provide, either directly or through a sub-operator(s), security services to, and surveillance and monitoring of, the CDD Facilities.
5. Delegation. The POA may retain a sub-operator(s), such as a professional security services provider or other qualified operator, including, without limitation, an affiliate of the POA, to perform some or all of its duties with respect to the CDD Facilities and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the POA and any sub-operator(s) (as applicable, the "Sub-Operator"). It shall be the responsibility of the POA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the POA under this Agreement. Should the POA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the POA hereunder, then any reference, where applicable, to the POA in this Agreement shall automatically refer to the Sub-Operator.
6. Expenses and Compensation. The CDD shall reimburse the POA for any and all expenses and costs the POA incurs during the term hereof in relation to providing such security services on behalf of the CDD as described herein, but only up to an amount equal to the sum the CDD has budgeted for security services in that particular year. Should the POA provide security services on behalf of the CDD for only a portion of any given year, then the fee paid by the CDD to the POA for such services shall be prorated accordingly on a monthly basis. The fee payable to the POA for the CDD fiscal year spanning October 1, 2005 through October 1, 2006, is equal to \$140,000.00, and such annual fee shall be paid to the POA in twelve (12) equal monthly installments of \$11,666.66 commencing on the date of the execution of this Agreement and thereafter due on the first of each month thereafter. Any past due amounts will bear interest at the rate of 7% per annum. Compensation fees for future years shall be incorporated automatically by the CDD's adoption of its annual budget, but the CDD hereby agrees that the

amount allocated for security services in its future annual budgets shall not be less than \$140,000.00 so long as this Agreement is in force. In the event the CDD's budget does not allocate at least \$140,000.00 annually for security services, the POA shall have the right to terminate this Agreement at such point when the amount of compensation paid to the POA under this Agreement actually falls below the \$140,000.00 annual minimum requirement or its monthly pro-rated equivalent.

7. Services Provided by the POA. The POA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the CDD Facilities are provided with the following security services ("Services"):

(a) security personnel to man the main entry guardhouse within the CDD, 24 hours per day, seven days a week, and control access to the CDD Facilities in strict accordance with specified and approved CDD rules and regulations as adopted by the CDD, as may be amended by the CDD from time to time upon at least 30 days' prior written notice to the POA;

(b) security personnel to constitute roaming security patrols to monitor the CDD Facilities and all roads therein as determined by the CDD and, in the event a Sub-Operator is retained, as confirmed by the POA;

(c) monitoring of all construction sites within the CDD Facilities;

(d) responding to security emergencies within the CDD Facilities;

(e) traffic control when necessary;

(f) on-site vehicle assistance;

(g) maintaining severe weather and disaster response preparedness; and

(h) trained first responders for emergencies.

8. Standards and Operation. The Services shall be provided in accordance with those of a high quality professional security services provider, and at a level consistent with or better than a similar operation in central Florida.

9. Employees; Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the POA, including the Sub-Operator, are the sole responsibility of such entities retained by the POA. Any entity retained by the POA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the POA shall be an independent contractor and not an employee of the CDD, and any Sub-Operator(s) or entity retained by the POA to perform the Services shall only have contractual privity with the POA and shall not be an employee or an independent contractor 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 POA. The POA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.

10. Supervision of Security Officers. The POA shall have the sole right to direct and supervise all security officers and other personnel furnished by the POA to the CDD. The CDD shall not have the right to alter instructions or directions given to the security officers or other personnel furnished by the POA or assume any supervision of such security officers or personnel; however, if it does so, the CDD shall be solely liable for any and all consequences arising therefrom and shall indemnify, defend and hold harmless the POA, any Sub-Operation and their respective affiliates, and their respective owners, officers, directors, partners, employees, contractors, agents and representatives (each, an "Indemnified Party") from and against all liabilities, claims, actions, suits, proceedings, damages, costs and expenses (including attorneys' and paralegals' fees and costs whether suit be brought or not and at all trial and appellate levels and in bankruptcy), of any kind and nature arising out of, resulting from or related to, directly or indirectly, any action or inaction of the CDD in connection therewith or from the security officers or other personnel following the direction of the CDD. Notwithstanding anything contained in this paragraph, any rules, regulations or policies of the CDD either currently in force or officially adopted from time to time by the CDD (which, if applicable, security officers or other personnel shall be required to follow in accordance with this Agreement) shall not be construed as instructions or directions from the CDD to any security officers or other personnel for purposes of liability or indemnification under this paragraph. Furthermore, in the event the CDD shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total amount of any insurance proceeds available to the CDD at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

11. Insurance.

(a) In the event the POA undertakes to directly provide the Services to the CDD, the POA shall obtain and keep in force at POA's expense all of the insurance policies listed below. 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 POA shall furnish certificates of insurance to the CDD prior to the commencement of the Services, naming the CDD as an additional insured, and the POA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the POA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the CDD. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The POA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.

- (ii) Comprehensive General Liability: The POA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The POA agrees to acquire and maintain such other insurance as may be reasonably required by the CDD during the term of this Agreement.

In the event the POA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the POA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 10; however, the POA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The CDD shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the POA or a Sub-Operator. Acceptance by the CDD of any evidence of insurance submitted by the POA does not relieve or decrease in any manner the liability of the POA for performance of the Services in accordance with the terms and conditions hereof.

(c) The CDD hereby agrees to maintain an insurance policy insuring against comprehensive general liability with a coverage limit of at least \$1,000,000.00 throughout the term of this Agreement.

12. Licenses, Transfers. The POA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the POA, if possible. In the event the POA is in default under this Agreement and/or this Agreement is terminated by the CDD, the POA 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 which may be held by the POA as are necessary to provide the Services, to the CDD or, at the CDD's sole option, to the CDD's nominee.

13. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated by the CDD upon a material breach of this Agreement by the POA, which breach is not cured within ten (10) days after receipt of written notice thereof from the CDD.

14. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

CDD Manager: Governmental Management Services, L.L.C.
 RE: Reunion East Community Development District
 10151 Deerwood Park Boulevard
 Bldg. 200, Ste. 250
 Jacksonville, FL 32256
 Attention: District Manager

with a copy to: The Ginn Company, Inc.
 215 Celebration Place, Suite 200
 Celebration, Florida 34747
 Attention: _____

and a copy to: Shuffield, Lowman & Wilson, P.A.
 1000 Legion Place, Suite 1700
 Orlando, Florida 32801
 Attention: Jan Albanese Carpenter, Esq.

POA: The Reunion Resort & Club of Orlando Master
 Association, Inc.
 215 Celebration Place, Suite 200
 Celebration, Florida 34747
 Attention: _____

and a copy to: Baker & Hostetler LLP
 200 South Orange Avenue
 Orlando, FL 32802
 Attention: William C. Guthrie, Esq.
 Facsimile No.: (407) 841-0168
 Telephone No.: (407) 649-4000

15. Waivers.

(a) Risk of Loss. It is understood and agreed between the parties that the POA is not an insurer and that the rates being paid for Services are for security officer services designed to deter certain risks of loss, which rates are not related to the value of the real or personal property monitored in respect of the provision of the Services. All amounts being charged by the POA are insufficient to guarantee that no loss will occur, and the POA makes no guarantee, implied or otherwise, that no loss will occur or that the Services supplied will avert or prevent occurrences or losses that the Services are designed to help deter or avert. The CDD shall assume all risk of loss or physical damage to the CDD Facilities and any other property occurring as a result of nature, fire or other casualty and the CDD waives any right of recovery and its insurer rights of subrogation against the POA or any other person or entity for any loss or damage resulting from any such risks.

(b) Client Vehicle(s). If the CDD requires the POA's personnel to drive any vehicle(s) during the course of their duties other than the security officer's own personal vehicle

or a vehicle furnished by the POA, the CDD agrees that its insurance is primary; and the CDD further agrees to carry comprehensive fire and theft, collision and liability insurance on the CDD's vehicle(s) in such amounts and with such deductibles and other terms as the POA may require. The CDD agrees to waive all rights of recovery from the POA and, subject to the limitations contained in this paragraph, to indemnify, hold harmless and defend the POA and each other Indemnified Party from any and all such losses, claims, suits, damages, thefts and expenses that may arise out of the authorized or permitted use of the CDD's vehicle(s). However, in the event the CDD shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total amount of any insurance proceeds available to the CDD at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

(c) Security Officer Theft. It is expressly understood and agreed that under no circumstances will the POA be responsible for the theft or other loss of the CDD's property not directly attributable to thefts by security officers employed by the POA or any Sub-Operator. In the event of allegations of security officer thefts, the CDD waives its right of recovery unless (i) the POA is notified in writing of such allegations within forty-eight (48) hours of the discovery of any suspected security officer theft; (ii) the CDD fully cooperates with the POA in the investigating of the facts; (iii) the CDD presses formal charges; and (iv) a conviction is obtained.

16. Indemnification. Except for matters specified in Section 15, the POA agrees to indemnify, save harmless and defend the CDD, their 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) the POA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the POA, its agents, employees or subcontractors, in the performance of this Agreement.

17. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the POA and any Sub-Operator(s) the POA may retain to provide the Services.

(a) At all times, the POA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the CDD, including, but not limited to, the Rules of the Reunion East CDD, Chapter 8, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

(b) The POA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the CDD Facilities are located,

at the POA's sole cost and expense, and the POA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the POA, unless specifically instructed by the CDD or the CDD Manager that it intends to contest such orders or requirements and that the POA shall not comply with the same. The POA shall provide immediate notice to the CDD Manager, which shall in turn notify the CDD within two (2) business days, of any such orders or requirements upon receipt of same.

(c) 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. The POA agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the POA.

(d) The POA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the CDD Facilities except in quantities reasonably necessary to carry out its duties under this Agreement. The POA shall hold the CDD harmless from any fines, penalties, costs and damages resulting from the POA's failure to do so. The POA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the POA shall be responsible for the payment of any associated fines or penalties.

(e) The POA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such 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.

18. 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 the POA in connection with the Services and/or CDD Facilities and any related records are property of the CDD. The POA agrees and acknowledges that any and all such books, documents, records correspondence or other information may be public records under Chapter 119, Florida Statutes. The POA agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by the POA are "public records" which must be available to the public. The POA 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 CDD pursuant to Section 720.303 Florida Statutes.

19. Maintenance of CDD Facilities. Notwithstanding the fact that the POA or a Sub-Operator may occupy a CDD Facility in order to provide the Services under this Agreement, the CDD shall be responsible for the maintenance of all CDD owned property and assets including, but not limited to, any and all guard houses and security gates. However, the POA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items which are necessary for the POA or Sub-Operator to provide the Services contemplated hereunder. In addition, the POA or the Sub-

Operator shall maintain a current inventory of all items or assets owned by the POA or the Sub-Operator which are installed, placed or stored on CDD property or in a CDD Facility, but these items and assets shall at all times remain the property of the POA or the Sub-Operator, as the case may be.

20. Planning and Financial Reporting. The POA shall develop and maintain a business plan and procedures manual for the operation of the security services within the CDD. A representative of the POA will provide, on an annual basis, financial reports to the CDD or the CDD's designated representative by the thirtieth (30th) day of the month following the end of each fiscal year of the POA. At the request and expense of the CDD, an audit may be requested by the CDD at any time. The POA shall cooperate fully with the auditor selected by the CDD.

21. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the CDD's immunity or limitations on liability 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. 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.

23. Attorneys' Fees. In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same are enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.

24. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

25. No Waiver. 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.

26. 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) Except as set forth herein, the POA may not assign this Agreement or any of the rights and duties expressed herein except with the CDD Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

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

(h) Ginn. The tradenames and brandnames, "The Ginn Company" and "Ginn Clubs & Resorts" and derivations thereof are owned solely and exclusively by Ginn Development Company, LLC and such names may be used only by parties licensed to use such names. Ginn Development Company, LLC, operating in its own name or as either "The Ginn Company" or "Ginn Clubs & Resorts", through its subsidiaries and other affiliates, acts as the representative of separate limited liability limited partnerships and limited liability companies ("Project Partnerships") that acquire real property to be developed as highly amenitized residential resort communities (each a "Ginn Community"). Each Ginn Community is separately owned by an independent Project Partnership, and each such Project Partnership is solely and exclusively responsible for the obligations and liabilities incurred in connection with the acquisition, development, financing, marketing, management and operations of the specific Ginn Community owned by such Project Partnership. Ginn Development Company, LLC (d/b/a the Ginn Company or Ginn Club & Resorts) does not own or control any interest in any Project Partnerships. The descriptions of the business activities of Ginn Development Company, LLC

(d/b/a The Ginn Company or Ginn Clubs & Resorts) appearing in any of the company's advertising or marketing materials, on its websites, or otherwise published in the public domain are solely intended to describe generally the scope of its undertakings and accomplishments on behalf of each of the Project Partnerships. Ginn Development Company, LLC (d/b/a The Ginn Company and Ginn Clubs & Resorts) and each of its subsidiaries and affiliates are separately organized, capitalized, managed and operated. Any claims by any persons or entities that arise as a result of doing business with Ginn Development Company, LLC (d/b/a The Ginn Company or Ginn Clubs & Resorts) or any of its subsidiaries or affiliates (each hereinafter referred to as a "GDC Company") are solely and exclusively limited to the specific GDC Company and the assets of such GDC Company with whom such person or entity is doing business. The CDD acknowledges and agrees that its sole recourse hereunder for any breach by the POA of the terms hereof shall be against the POA and not any GDC Company or Project Partnership.

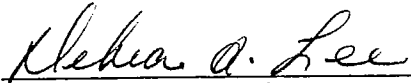
(i) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

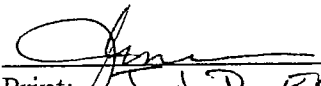
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT**

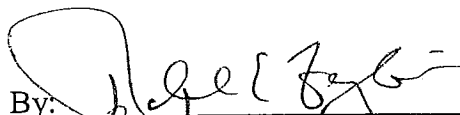
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:



Print: DEBRA H. LEE

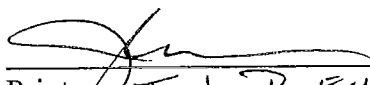

Print: Judge R. EMEWS

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT

By: 
Print: Robert E. Turner
Title: Vice Chairman

WITNESSES:


Print: Donald Burman


Print: Judge R. EMEWS

THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC. a Florida not-for-profit corporation


By: 
Print: John Asp
Title: President

EXHIBIT "A"

LIST OF CDD FACILITIES/PROPERTY

**Reunion East CDD
Gatehouses Addresses and Locations**

Gate Location	Address
Reunion Main Gate (Reunion Blvd)	7755 Osceola Polk County Line Road
Spline Road/ Hwy 545 Entrance	1350 S. Old Lake Wilson Road
Carriage Pointe Entrance Gate	901 S. Old Lake Wilson Road
Liberty Bluff Entrance Gate	1551 S. Old Lake Wilson Road or 7400 Block Excitement Dr.

EXHIBIT “E”

Reunion East CDD

Enhanced Gate Operating Systems

Installed at Liberty Bluff and Carriage Pointe Entrances

See attached Schedule from:

Mark Cross and Company, Inc.

Ginn Reunion-Unmanned Gates

In addition, at Spine Road/Hwy 545 Entrance the following equipment was installed for the monitoring of the Gates at Liberty Bluff and Carriage Pointe

Dell Optiplex 280 running Microsoft Windows XP with
gate monitoring/control application


Mark Cross and Company, Inc.

62 W. Illiana St
Orlando, FL 32806
Phone: (407) 816-9000
Fax: (407) 816-1299

INVOICE

BILL TO Ginn Home Owners Association
1000 Reunion Way
Suite 300
Reunion, FL 34747

PROJECT GI2G8 Install 2 Security Cab
Install 2 Security Control Cab
Reunion Security Enclosure
Assembly Ct & Excitement Dr
Kissimmee, FL 34756

RPOA0816	Net 30	5/25/2008	4/25/2008	GI2G8	937	1
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LA0002	1.00	Installation of 2 Security Control Cabinets	8993.24	8,993.24
LA0002	1.00	Remove electrical svc from existing guardhouse.	0.00	0.00
		Provide & Install security control cabinet. Hoffman Catalog #A60R2524FSLP 60x25x24 Nema 3R Cabinet.		
LA0002	1.00	Provide & Install 60 amp 8 space load center. Provide & Install 4 quad receptacles.	0.00	0.00
		Provide & Install 2 3" conduits not to exceed 50 ft per raceway.		
		Permit cost included.		

TOTAL DUE 8,993.24

Thank You for choosing Mark Cross and Company, Inc.

*1- Security Control Cabinet at Liberty Bluff
1- Security Control Cabinet at Carriage Pointe*

A service charge of 1 1/2% (A.P.R. 18%) will be added to all past due balances. Minimum charge of \$1.00 for balances under \$50.00. If any indebtedness of customer to Mark Cross and Company, Inc. is collected by or through an Attorney at Law, customer agrees to pay reasonable attorney's fee and court costs as permitted by law. All sums payable under this contract are payable to Mark Cross and Company, Inc. address in Orlando, Orange County, Florida and client waives the right to be sued in the county of his residence.

Emens, Judy

From: Caruana, Sean
It: Wednesday, July 16, 2008 1:12 PM
To: Emens, Judy; Jason Pasik
Cc: Burman, David; Charles Taylor
Subject: Re: Gate Access Automation at Reunion for Carriage Pointe & Liberty Bluff Gates - Project Schedule

Judy,

The computer is a Dell Optiplex 280 running Microsoft Windows XP.

The only additional software on the system is the gate monitoring/control application.

Sean Caruana
(772) 285 5601

----- Original Message -----

From: Emens, Judy
To: Jason Pasik
Cc: Burman, David; Caruana, Sean; Charles Taylor
Sent: Wed Jul 16 13:04:09 2008
Subject: RE: Gate Access Automation at Reunion for Carriage Pointe & Liberty Bluff Gates - Project Schedule

on

This is great.

One more questions. Does this include the computer that was installed at Spline Rd Gate for the monitoring or is that something that you or someone else can provide me? And any software.

Thanks again for your efforts on this.

jud

Judy R. Emens

Director of Property Services-Fla West Coast

Director-Community Development District Coordination

Carri Property Management, LLC

1000 Reunion Way Suite 300

Reunion, FL 34747

Jacksonville
6950 Phillips Highway, Suite 54
Jacksonville, FL 32216

Ginn Reunion - Unmanned Gates
Ginn Corp

Liberty Bluff

1	LNL-2220	Intelligent Dual Reader Controller with onboard ethernet, 2 readers	Lenel
1	AL400ULX	Power Supply, 12VDC or 24VDC Output 4 Amps @ 12VDC or 3 Amps @ 24VDC	Altronix
1	NP712	12V 7amp Battery	
1	AA-R500WP	Long Range Reader, 26-bit Wiegand	AAID Security Solutions
1	AA-NEM4	NEMA 4 Outdoor Reader Enclosure	AAID Security Solutions
1	AA-P12B	Power Supply w/ Battery Backup	AAID Security Solutions
1	AA-CUSC	Range Adjustment Software & Interface Cable	AAID Security Solutions
100	AA-T20	Windshield Tag	AAID Security Solutions
1	D6-31102305	Dorado 230 Proximity/Magstripe Reader Combo	HID
1	AJ-KCIFA	Network Video Interface Adapter set: includes KC-IFA, KC-DAR, & PS-2420UL	Aiphone
1	AJ-KADGRPANE	Housing for KC-DAR	Aiphone
1	AJ-SBXACE	Surface Box with Hood	Aiphone
2	NVS410	AirGoggle 1-Channel Network Audio Video Server	
3	WV-NW484S	IP Minidome Camera, Surface Mount	Panasonic
1	NA	Paragon Metals Housing	

Carraige Pointe

1	LNL-2220	Intelligent Dual Reader Controller with onboard ethernet, 2 readers	Lenel
1	AL400ULX	Power Supply, 12VDC or 24VDC Output 4 Amps @ 12VDC or 3 Amps @ 24VDC	Altronix
1	NP712	12V 7amp Battery	
1	AA-R500WP	Long Range Reader, 26-bit Wiegand	AAID Security Solutions
1	AA-NEM4	NEMA 4 Outdoor Reader Enclosure	AAID Security Solutions
1	AA-P12B	Power Supply w/ Battery Backup	AAID Security Solutions
1	D6-31102305	Dorado 230 Proximity/Magstripe Reader Combo	HID
1	AJ-KCIFA	Network Video Interface Adapter set: includes KC-IFA, KC-DAR, & PS-2420UL	Aiphone
1	AJ-KADGRPANE	Housing for KC-DAR	Aiphone
1	AJ-SBXACE	Surface Box with Hood	Aiphone
2	WV-NW484S	IP Minidome Camera, Surface Mount	Panasonic
1	NA	Paragon Metals Housing	



Integrated Systems
6950 Phillips Highway, Suite 54
Jacksonville FL 32216
Tel (904) 296 4483
Fax (904) 296 9455
www.ingersollrand.com

July 1, 2008

Ginn Reunion Master POA
7855 Osceola Polk Line Road
Davenport, FL 33896

Attention: David Burman
CC: Rick Staly

Re: Proposal for Reunion Main Gatehouse Security

Dear Mr. Burman,

Thank you for the opportunity to allow Ingersoll Rand Security Technologies to review your project requirements and provide Ginn Reunion Master POA the attached proposal.

Your firm's security, as well as your peace of mind, is our highest priority. We specialize in providing safe and secure environments for our clients worldwide. Ingersoll Rand Security Technologies provides you access to the most comprehensive suite of installation, maintenance and professional services in the industry; all from one source. Our services include:

- System design and specification
- Installation scheduling and project management
- System operator and administrator training
- Preventative maintenance scheduling
- 24 x 7 x 365 service technician dispatch
- Guaranteed on-site response

Again, thank you for the opportunity to allow Ingersoll Rand Security Technologies to provide an innovative security solution to meet your needs. Should you have any questions regarding the attached proposal, please feel free to contact me at (904) 296 4483.

Sincerely,

Charlie Taylor
Ingersoll Rand Security Technologies



Detailed Scope of Work

This is a proposal for access control, and CCTV work for the Ginn Reunion Main Gatehouse.

The access control system will include two readers (x1-proximity/magstripe combo, x1-AAID long range reader) for each gate. The readers will be installed on an existing pedestal at each location. The readers will both control the gate designated as the owner entrance. Visitor Gate entrance will be via existing push button controls in the Gatehouse and is not included in our scope of work. IRST will install a local Lenel LNL-2220 controller with onboard ethernet and reader ports in an enclosure provided by Ginn. The controller will be linked to a network port in the enclosure provided by Ginn. IRST will install a local AL400ULX power supply with battery to power the readers and controller module. 110VAC connection in the controller will be by Ginn. Conduit path between the pedestal, NEMA enclosure, and gate operator(s) will be by Ginn. This proposal includes the physical installation of the Lenel equipment and readers. Programming of these components will be completed under a different project.

The CCTV system will consists of (4) Panasonic WV-NW484S IP minidome cameras. 2 will be on the building to view the first lane, 1 will be on the card reader pedestal, and 1 will be on a small pedestal provided by IRST. A Lenel IP license is included for each camera. In addition, the proposal includes a Lenel video server license as well as an IP camera license for the (5) IP cameras installed for the unmanned gates.

The cameras will be linked to a network connection in the NEMA enclosure provided by Ginn. The cameras will be powered via Ginn's POE switch. Conduit from the location of the cameras to the NEMA enclosure will be by Ginn. Lenel IP license and programming of the cameras will be completed under a different project.

Work By Others

This is a summary of items to be completed by Ginn for this project:

1. Existing Pedestals for card readers, intercoms, and cameras at each location
2. NEMA enclosure with network connectivity and power at each location
3. Conduit paths between pedestals, NEMA enclosures, gate operators, and camera pedestals.



Detailed Bill of Material:

The following is a detailed bill of material for the proposed systems:

Item	Manufacturer	Product #	Product Description	Qty
1	Anixter		Cat5, direct burial, 500'	3
2	Anixter		18/6, Overall Shld, direct burial, 500'	3
3	Anixter		18/4, direct burial, 500'	3
4	AAID	AA-NEM4	NEMA 4 Outdoor Reader Enclosure	1
5	AAID	AA-P12B	Power Supply w/ Battery Backup	1
6	AAID	AA-R500WP	Long Range Reader, 26-bit Wiegand	1
7	AAID	AA-T20	Windshield Tag	100
8	HID	D6-31102305	Dorado 230 Proximity/Magstripe Reader Combo	1
9	Lenel	LNL-2220	Intelligent Dual Reader Controller with onboard ethernet, 2 readers	1
10	TBD	NA	Camera Pedestal	1
11	Paragon	NA	Paragon Metals Housing	1
12	Yuasa	NP712	12V 7amp Battery	1
13	Altronix	AL400ULX	Power Supply, 12VDC or 24VDC Output 4 Amps	1
14	Panasonic	PWM484S	Camera Wall Mount	3
15	Lenel	SW-LNR-CH1	IP Camera License, For Unmanned Gates	5
16	Lenel	SW-LNR-CH1	IP Camera License, Main Gate	4
17	Lenel	SWS-DV	Video Server License	1
18	Panasonic	WV-NW484S	IP Minidome Camera, Surface Mount	4

Proposal Pricing Summary:

Ingersoll Rand Security Technologies, also known as Electronic Technologies Corporation USA (a New York corporation) ("Ingersoll Rand Security Technologies") proposes the installation of the above scope of work for the amount of:

\$22,185.29

This price is subject to the aforementioned scope of work and standard Ingersoll Rand Security Technologies Qualifications and Terms & Conditions. This proposal is valid for 90 days. This proposal does not include any applicable taxes. Taxes will be charged on the full contract amount based on tax information received at time of contract.



Confidentiality Agreement:

This proposal is intended for the sole use of Ginn Reunion Master POA and is not to be duplicated or distributed except for the use of Ginn Reunion Master POA employees involved with this project.



Qualifications:

1. All work is to be performed during normal working hours (8:00am - 4:30pm). Overtime required for additional out of scope work, testing, or technical assistance will be billed for on a differential basis.
2. Ingersoll Rand Security Technologies standard Terms and Conditions apply (see attached).
3. Mobilization Fee of 25% required to initialize project, purchase equipment, and expedite services and resources. The remainder of the project will be billed on a progressive monthly schedule proportional to the percentage of project completion.
4. This proposal excludes all applicable taxes. Taxes will be billed on the full contract amount unless a tax resale or capital improvement certificate is received prior to execution of the contract.
5. All equipment listed will carry a 1 year warranty from date of completion, unless extended warranties are executed.
6. All labor used to install equipment listed will carry a 1 year warranty from date of completion, unless extended warranties are executed.
7. This proposal is based on providing material and technical assistance only as required to provide an operational system as specified.
8. This proposal does not include data base entry for access control users.
9. All associated electrical installation, wiring, back boxes, conduit, wire and labor is by others (General Contractor or Electrical Contractor).
10. All associated mechanical or hardware installation, millwork and other general construction, general conditions, patching, painting, rubbish removals and asbestos removal/abatement is by others.
11. This proposal does not include filing, Asbestos work, filing and inspection fees or expediting costs.
12. The remainder of the project will be billed on a progressive monthly schedule proportional to the percentage of project completion.

Thank you for the opportunity to provide this proposal for your review and consideration. We look forward to assisting in all of your systems needs.

Sincerely,

Charlie Taylor

Ingersoll Rand Security Technologies
also known as Electronic Technologies Corporation USA

Accepted By: _____ Date: _____

Print Name: _____ Title: _____

PO Number: _____



TERMS AND CONDITIONS

1. **Parties:** The parties to this agreement ("Agreement") are (1.) Ingersoll Rand Security Technologies, also known as Electronic Technologies Corporation USA ("Ingersoll Rand Security Technologies" or "Company"), a New York corporation, and (2.) the Customer as defined by that entity identified in the signature block of this Agreement.
2. **Equipment.** The systems, other equipment and accessories specified on Company's proposal and in Customer's purchase orders which are accepted subsequently by Company, including additions, replacements and replacement parts are referred collectively as the "Equipment".
3. **Acceptance.** This Agreement will be binding on Company only if Company accepts it, as evidenced only by the signature of an authorized representative of Company. Company will not be deemed to have accepted this Agreement unless: (a) Company has received from Customer any down payment shown on the face of this Agreement, (b) Company's credit evaluation of Customer is satisfactory and (c) this Agreement does not contain any mathematical error or unauthorized price or change. With Company's authorization, Customer may order additional Equipment through submission of its purchase orders. The provisions of this Agreement will govern the purchase of all Equipment under such purchase orders.
4. **Taxes and Fees.** Customer will pay when due all taxes, including sales, use, privilege, excise, personal property, value added and other taxes, but not federal or state income or franchise taxes imposed on Company, and all other governmental charges, assessments, fees and any related interest or penalties imposed with respect to the Equipment or the transactions contemplated by this Agreement. If Customer fails to pay any such amount when due, Company may elect to pay it and Customer will promptly reimburse Company for such payment, together with interest from the date paid at the Overdue Rate (as defined in Section 12). If Company is required to obtain any local permit or license to enable it to install the Equipment at Customer's sites, Customer will reimburse Company for any related fees or charges.
5. **Obligations; Late Charges.** Customer will pay Company or any assignee of Company (an "Assignee") the purchase price for the Equipment, the installation, maintenance and any other charges set forth on the face of this Agreement or any applicable purchase order. All such payments and other obligations in connection with this Agreement or any such purchase order are referred to collectively as the "Obligations". Customer will make all payments to Company or any Assignee at such address as Company or such Assignee designates in writing. Company or its Assignee shall invoice Customer for all Equipment, installation, maintenance and other charges, and payment shall be due Net 30 days after date of invoice. For "Equipment Only" orders, equipment charges shall be invoiced upon shipment from the designated shipping point. For "Installation Projects", equipment charges shall be invoiced upon receipt at Company's local staging area and installation charges shall be invoiced progressively (if applicable, Retention of ____ % until completion of the project). For "Installation only", installation charges shall be invoiced progressively. Maintenance charges shall be billed in advance in installments as specified on the face of this Agreement and installation charges shall be invoiced upon completion of identifiable milestones or as specified on the face of this Agreement. If Company or any Assignee does not receive any payment within 10 days after its due date, Customer will pay a late charge of 1.25% per month or 15% per annum or the maximum amount permitted by law on such payment. Any such late charges, if assessed, will be part of the Obligations.
6. **Security Interest.** In order to secure payment and performance of all Obligations and any other current or future obligations of Customer to Company in connection with any other agreement between them, Customer grants to Company and any Assignee a continuing security interest in the Equipment, all other similar equipment provided by Company in the possession or control of Customer, and all proceeds thereof, including insurance proceeds (collectively, the "Collateral"). This security interest will terminate only on the discharge in full of all the Obligations and all such other obligations of Customer to Company.

Whenever requested by Company or any Assignee, Customer will execute and deliver one or more financing statements and such other documents, and Customer will do all such acts and things, as Company or such Assignee reasonably requests to further evidence, perfect, maintain or enforce the security interest. Company and any Assignee may file or record this Agreement and execute and file, at any time, financing statements with respect to the Collateral signed only by Company or such Assignee. Customer irrevocably appoints company and its assignees its true and lawful attorneys-in-fact to execute and file all such documents on behalf of Customer.

7. **Transportation; Risk of Loss; Insurance.** All orders will be shipped F.O.B. Company's designated shipping point. All orders will be shipped directly to Customer or to a staging area designated by Company. Customer will pay all expenses, including insurance, for handling and transporting the Equipment from and to the designated shipping point and/or the designated staging area for any reason.

Customer will bear all risk of loss or damage to, or theft of, the Equipment once it has left the designated shipping point. Until the Obligations are paid in full, Customer will, at its expense, keep the Equipment insured under policies issued by reputable insurance companies for all risk commercial property coverage based on full insurable value. Customer will provide evidence of such insurance to Company or any Assignee, on request. If the Equipment suffers a casualty covered by insurance, Customer will apply all insurance proceeds to pay the Obligations, but will remain liable for any Obligations remaining unpaid.



8. **Training; Use of the Equipment.** Customer will permit Company to train its personnel in the proper use of the Equipment on or prior to installation, and Customer will provide training for its new personnel. Customer will use the Equipment only in accordance with Company's specifications and instructions.
9. **Power Requirements.** Customer shall provide electrical power and telephone lines for the Equipment in accordance with Company's specifications.
10. **Supplies.** All supplies, components and replacement parts used in conjunction with the Equipment, which are not furnished by Company, must meet Company specifications. Company will not be liable for any loss, damage or injury to the Equipment, Customer, its employees or agents or any other person caused by the use of non-conforming supplies, components or replacement parts. Company will not be required to make any adjustment, replacement or repair under any applicable warranty or maintenance service if Customer uses non-conforming supplies, components or replacement parts in conjunction with the Equipment.
11. **Maintenance Service.** Company will provide maintenance service for the equipment listed in Attachment A (the "Maintained Equipment") in accordance with the provisions of this Section 11 for the charges, if any, specified on the face of this Agreement. Maintenance service shall commence upon the expiration of the warranty period and shall continue throughout the term specified on the face of the agreement. Upon expiration of the original term, maintenance service will be automatically renewed for successive twelve month periods at company's then prevailing maintenance charges unless one party serves written notice of cancellation on the other party at least 30 days prior to the expiration of the then current term. Either party may terminate any such renewal term upon 30 days written notice. However, in no event shall Customer be permitted to terminate maintenance service until all obligations under this agreement have been paid in full.

Maintenance service is intended to keep the Maintained Equipment in, or restore it to, manufacturer's specifications but does not assure uninterrupted operation of the Maintained Equipment. Company shall have full and free access to the Maintained Equipment during the hours specified on the face of this Agreement to perform maintenance services. For services rendered at Customer's request outside of such hours, Customer will be charged for labor, travel time and expenses at Company's established rates. Such modifications shall be made at a time mutually agreeable to Customer and Company. Subject to Company's instruction and direction, Customer shall at its own expense and when necessary, perform certain duties and services of a housekeeping nature, such as but not limited to, the replacement of printer ribbons and paper, and cleaning of magnetic tape heads.

Customer shall provide, free of charge and with ready access, storage space for spare parts, working space, heat, light, ventilation, electric current and outlets for the use of Company's maintenance personnel. Customer shall maintain site environmental conditions throughout the term of this Agreement in accordance with the specifications established by Company for the Maintained Equipment. Customer's personnel shall not perform maintenance or attempt repairs to Maintained Equipment except as specified and approved by Company in writing.

EXCLUSIONS: Company is not responsible for servicing tags, labels, pedestal covers, access cards, VCR heads, printer material or other cabinetry. Company shall not be responsible for any failure to render maintenance service due to work stoppage, fires, floods or causes beyond its control. Customer will be charged at Company's applicable service charges then in effect for service (including labor, travel charges, parts and materials) requested or required as a result of: (1) reinstallation or relocation of Maintained Equipment; (2) any service calls prompted by systems alarming due to tag proximity (migrating tags); (3) any request by Customer for changes to Maintained Equipment; (4) accident, disaster, lightning and other acts of God, misuse (including, but not limited to, use of the Maintained Equipment not in accordance with Company's specifications or operational procedures), neglect, abuse, alterations, adjustments, repairs or maintenance not done by Company, or by parts, accessories, attachments or other devices not furnished by Company; (5) failure to continually provide suitable installation environment with all facilities as prescribed by Company including, but not limited to, adequate space and electrical power; or (6) any causes external to the Maintained Equipment, such as but not limited to, power failure or air-conditioning failure.

Parts removed and taken by Company shall become the property of Company. Any Maintenance Aids provided by Company hereunder, including but not limited to maintenance software, are the property of Company and are proprietary to it. Customer agrees to keep confidential and to utilize its best efforts to prevent and protect the contents of these Maintenance Aids or any part thereof, from unauthorized disclosure by its agents, employees or customers. Customer agrees that it will not make or have made copies of any Maintenance Aids or part thereof without the prior written consent of Company. If, after the initial term of maintenance service, any item of Maintained Equipment is, in Company's opinion, in need of refurbishment or overhaul, Company shall submit to Customer a description of the necessary refurbishment and Company's charges to Customer for such refurbishment. If Customer does not elect to have Company refurbish such equipment, Company shall: (i) be relieved of maintenance responsibility for such equipment under the terms of this Agreement, and (ii) upon mutual agreement provide maintenance service for such equipment on a time and materials basis in accordance with its published terms, conditions and charges for such services.

After the initial term of maintenance service, Customer, by written amendment to this Agreement, may change the maintenance service provided under this Agreement, to another plan then offered by Company to its customers for the equipment specified herein. In the event of such change, the published rates and terms then in effect for the maintenance plan selected shall apply. Changes in specifications for the Maintained Equipment may result in an adjustment of the Maintenance Service Fee. Such adjustment will become effective upon the installation of the specific change. Company may change the rates specified herein effective upon expiration of the first year of maintenance service or at the end of any calendar month thereafter, by giving at least thirty (30) days written notice. Rental charges for any special equipment such as fork lifts, man lifts, cherry pickers, etc. required to provide the maintenance service hereunder shall be paid by customer as additional charges.



Customer shall not cause modifications to be made, or accessories, attachments, features or devices to be added to the Maintained Equipment without the prior written approval of Company. Upon mutual agreement, Company shall perform modifications to the Maintained Equipment and Company shall adjust the Maintenance

- 12. Warranties; Limitation of Liability.** Company warrants that the Equipment will be free from defects in materials and workmanship on delivery or, if Company installs the Equipment, on installation. Company's sole obligation under this warranty will be to repair or replace broken or defective Equipment as necessary to return the Equipment to normal operating order, at no charge for parts for the first twelve (12) months and no charge for labor for the first twelve (12) months following the earlier of substantial completion and/or acceptance by the customer.

EXCEPT AS SET FORTH IN THIS SECTION 12, COMPANY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ITS OPERATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE. If Company or its employees, agents or franchisees fail for any reason to provide maintenance service or make faulty repairs or adjustments, or damage any equipment, whether or not caused by negligence, Company's sole liability to customer will be to make any repair, adjustment or replacement necessary to return such equipment to normal operating order. In no event will company or its employees, agents or franchisees be responsible for failure to provide service due to causes beyond their control. No failure to provide maintenance service will release customer from any obligations. Company and its employees, agents and franchisees will in no event be liable for any incidental, consequential or other direct or indirect damages suffered by customer, any of its employees, agents or any other person arising out of or in connection with the use or performance of the equipment, even if they have been advised of the possibility of such damages. Company neither assumes nor authorizes any employee, agent or franchisee to assume for company any other liability in connection with the sale or use of the equipment.

Customer agrees that any liability of Company or its employees, agents or franchisees due to any failure of the Equipment or any other act or omission of Company or any of its employees, agents or franchisees in the design, installation, maintenance or service of the Equipment will be limited exclusively to a sum equal to the purchase price of the Equipment involved, as liquidated damages and not as a penalty. Further, Customer will hold harmless and indemnify Company and its officers, directors, employees, agents and franchisees against any loss, liability or expense (including reasonable attorneys' fees and disbursements) in excess of the amount provided above as liquidated damages on account of any such failure, act or omission. Customer agrees to obtain and maintain liability insurance from financially sound and reputable insurance companies against malpractice and other liabilities and risks of a character usually insured against by healthcare facilities such as Customer with adequate and prudent minimum limits of liability.

- 13. Default.** Customer will be in default if, while any Obligations are outstanding, (a) Customer fails to pay when due any Obligations or any amount due under any other agreement with Company, or if any insurance required to be maintained by Customer lapses, and such failure continues for 10 days, (b) Customer fails to observe or perform any other covenant of this Agreement or any such other agreement and such failure continues for 20 days after written notice thereof to Customer, (c) any levy, seizure or attachment of the Equipment occurs, (d) Customer becomes insolvent or makes an assignment for the benefit of creditors, or any insolvency, bankruptcy, reorganization or similar proceedings by or against Customer are instituted, or a receiver, trustee or liquidator of Customer or a substantial part of its assets is appointed, with or without Customer's consent, or (e) Customer ceases to do business.

If Customer is in default, Company may, in its sole discretion, without further notice, exercise one or more of the following remedies: (i) declare all unpaid Obligations immediately due and payable, (ii) terminate this Agreement or any applicable purchase order as to any Equipment, (iii) with or without notice or legal process, enter any premises in which the Collateral may be located and take possession or remove it, without any liability for doing so, (iv) cause Customer to return the Collateral promptly to Company, (v) use, hold, sell, lease or otherwise dispose of any or all of the Collateral, in whole or in part, free and clear of any rights of Customer, at public auction or private sale or lease, and have the right to bid and purchase at such sale, (vi) enforce Customer's performance of the Obligations or recover damages for the breach thereof and (vii) exercise any and all rights and remedies available to Company under law, including those of a secured creditor under the Uniform Commercial Code.

In addition, Company will, at its election, be entitled to recover immediately as liquidated damages for loss of a bargain, and not as penalty, an amount equal to the sum of (1) all Obligations then due but unpaid, plus (2) an amount equal to (A) the difference between (i) all remaining Obligations not then due and (ii) the costs which Company would have incurred in the performance of its obligations hereunder after the default, if the default had not occurred, all as reasonably determined by Company, (B) discounted to present value as of the date of default at the rate of 7%. Customer agrees that such liquidated damages are reasonable and appropriate, as Company markets similar equipment in the ordinary course of its business and maintains substantial inventories to meet customer needs. Customer will pay Company on demand (i) any deficiency in the payment of any Obligations remaining after Company's exercise of any of its rights and remedies and (ii) all expenses incurred by Company in connection with the enforcement of this Agreement, the collection, removal, repossession, holding, preparation for sale and disposition of the Collateral, paying or settling liens and claims against the Collateral and other similar activities, including the maximum attorneys' fees permitted by law. All such expenses will be part of the Obligations. At Company's request, Customer will assemble the Collateral and make it available to Company at a place designated by Company. Obligations that are not paid when due (including those which have been accelerated) and the liquidated damages provided above will bear interest at the lower of 20% per annum or the maximum rate allowed by law (the "Overdue Rate") from the date due, or in the case of liquidated damages, from the date of Customer's default, until paid.

If Company is required under the Uniform Commercial Code to give Customer notice of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made, such notice will be deemed to be reasonable if mailed by registered or certified mail to the last known address of Customer at least seven days prior to such action. Customer waives any right to require notice of sale or other disposition, the place thereof and the manner and place of any advertising. Customer waives



all rights to notice and to a judicial hearing with respect to the repossession of the collateral by Company if Customer defaults hereunder. All remedies of Company are cumulative and in addition to every other remedy available to Company, whether now or hereafter existing. Company may, to the extent permitted by law, exercise any remedies concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy or to preclude the exercise of any other remedy. Company's failure at any time to enforce any right or remedy available to it or to require Customer's performance of any of the provisions of this Agreement, or any delay in so doing, will not be deemed to constitute a waiver of any such right or remedy, nor will it in any way affect Company's right to enforce any such provision thereafter.

14. **Confidentiality.** Customer will not disclose or permit disclosure of any information or data related to any of the Equipment without the prior written consent of Company or use or permit the use of such information or data to compete with Company in any manner.

15. **Assignment.** Customer acknowledges that Company intends to assign, or grant a security interest in this Agreement, Company's interest herein or in the Equipment, to institutional lenders or others. Customer consents to such assignment, grant and any reassignment, without notice to Customer. Any Assignee will have all of the rights, powers, privileges and remedies of Company. An Assignee's interest in this Agreement, the Obligations and the Equipment will be free from any claim, defense, setoff, recumbent, counterclaim or other right, whether arising hereunder, under any Maintenance Service Agreement or otherwise, which Customer may be entitled to assert against Company or any other person. Customer will not assert any such claim or right against any Assignee, it being agreed that any Assignee will not assume or be deemed to assume any obligation of Company hereunder, under any Maintenance Service Agreement or otherwise.

16. **Additional Agreements of Customer.** Until the Obligations are paid in full: (a) Customer will not, without Company's prior written consent, (i) assign, transfer, pledge or otherwise encumber any Equipment or this Agreement or any interest herein, or lease, sublease or relinquish possession or control of the Equipment, (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by Company or (iii) remove the Equipment from the installed location; (b) the Equipment at all times will remain personal property and Customer will not cause or permit any Equipment to become permanently affixed to any real property and; (c) Customer will comply with all laws and regulations applicable to the possession or use of the Equipment and will use the Equipment in the regular course of its business in a careful and proper manner. The provisions of this Section 16 will also apply to any Collateral, which is not Equipment.

Customer represents and warrants that any site at which the Equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance exists at any site, Company will not be required to install or service the Equipment at such site and Company may arrange, at Customer's expense, for the Equipment to be installed and serviced by persons qualified to handle such substances.

17. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and fully to be performed in such state, without giving effect to conflicts of laws principles, it being agreed that this Agreement bears a reasonable relation to such laws. Company and Customer submit to the personal jurisdiction of the state and federal courts of the State of New York and agree that such courts will have jurisdiction over them, with venue in New York County, in connection with any matter arising out of this Agreement and that service of process may be made by registered or certified mail, return receipt requested, to the last known address of the party being served. Process may also be served by any other legal means and Company may bring an action with respect to any such matter in another jurisdiction.

18. **Miscellaneous.** If the Equipment contains computer programs, this Agreement is subject to the additional provisions of the Software License Addendum attached to this Agreement. This Agreement and such Addendum, if applicable, constitute the entire agreement between Company and Customer with respect to their subject matter, and no representation, statement, term or condition not set forth herein will bind Company. Except with respect to terms set forth in a subsequent customer purchase order regarding delivery dates, quantities and prices which have been agreed to by Company, this Agreement will supersede and will not be modified by any such purchase order or any other document, without Company's written agreement. No provision of this Agreement may be changed, waived, discharged or terminated, except by an instrument in writing executed by the party against which enforcement is sought. All notices or other communications must be in writing and will be deemed to have been given when mailed, postage prepaid, by registered or certified mail, addressed to Company or Customer, at its address set forth on the face of this Agreement, or such other address as is properly designated by notice. If a court of competent jurisdiction declares any provision of this Agreement illegal or unenforceable, it will be ineffective only to the extent of such illegality or unenforceability, without affecting the validity and enforceability of the other provisions. The headings in this Agreement are inserted for convenience of reference only and will not be used in the interpretation of this Agreement.



Integrated Systems
6950 Phillips Highway, Suite 54
Jacksonville FL 32216
Tel (904) 296 4483
Fax (904) 296 9455
www.ingersollrand.com

July 1, 2008

Ginn Reunion Master POA
7855 Osceola Polk Line Road
Davenport, FL 33896

Attention: David Burman
CC: Rick Staly

Re: Proposal for Spine Rd Gatehouse Security

Dear Mr. Burman,

Thank you for the opportunity to allow Ingersoll Rand Security Technologies to review your project requirements and provide Ginn Lifestyles Group, LLC the attached proposal.

Your firm's security, as well as your peace of mind, is our highest priority. We specialize in providing safe and secure environments for our clients worldwide. Ingersoll Rand Security Technologies provides you access to the most comprehensive suite of installation, maintenance and professional services in the industry; all from one source. Our services include:

- System design and specification
- Installation scheduling and project management
- System operator and administrator training
- Preventative maintenance scheduling
- 24 x 7 x 365 service technician dispatch
- Guaranteed on-site response

Again, thank you for the opportunity to allow Ingersoll Rand Security Technologies to provide an innovative security solution to meet your needs. Should you have any questions regarding the attached proposal, please feel free to contact me at (904) 296 4483.

Sincerely,

Charlie Taylor
Ingersoll Rand Security Technologies



Detailed Scope of Work

This is a proposal for access control, and CCTV work for the Ginn Reunion Spine Rd Gatehouse.

The access control system will include two readers (x1-proximity/magstripe combo, x1-AAID long range reader) for each gate. The readers will be installed on an existing pedestal at each location. The readers will both control the gate designated as the owner entrance. Visitor Gate entrance will be via existing push button controls in the Gatehouse and is not included in our scope of work. IRST will install a local Lenel LNL-2220 controller with onboard ethernet and reader ports in an enclosure provided by Ginn. The controller will be linked to a network port in the enclosure provided by Ginn. IRST will install a local AL400ULX power supply with battery to power the readers and controller module. 110VAC connection in the controller will be by Ginn. Conduit path between the pedestal, NEMA enclosure, and gate operator(s) will be by Ginn. This proposal includes the physical installation of the Lenel equipment and readers. Programming of these components will be completed under a different project.

The CCTV system will consists of (3) Panasonic WV-NW484S IP minidome cameras. 2 will be on the building to view the first lane and 1 will be on the card reader pedestal. A Lenel IP license is included to these cameras. In addition, this proposal includes (2) Lenel video concurrent user license.

The cameras will be linked to a network connection in the NEMA enclosure provided by Ginn. The cameras will be powered via Ginn's POE switch. Conduit from the location of the cameras to the NEMA enclosure will be by Ginn. Lenel IP license and programming of the cameras will be completed under a different project.

Work By Others

This is a summary of items to be completed by Ginn for this project:

1. Existing Pedestals for card readers, intercoms, and cameras at each location
2. NEMA enclosure with network connectivity and power at each location
3. Conduit paths between pedestals, NEMA enclosures, gate operators, and camera pedestals.



Detailed Bill of Material:

The following is a detailed bill of material for the proposed systems:

Item	Manufacturer	Product #	Product Description	Qty
1	Anixter	TBD	18/6 OS, direct burial, 500'	3
2	Anixter	TBD	18/4, direct burial, 500'	3
3	Anixter	TBD	Cat 5, direct burial, 500'	3
4	AAID	AA-NEM4	NEMA 4 Outdoor Reader Enclosure	1
5	AAID	AA-P12B	Power Supply w/ Battery Backup	1
6	AAID	AA-R500WP	Long Range Reader, 26-bit Wiegand	1
7	HID	D6-31102305	Dorado 230 Proximity/Magstripe Reader Combo	1
8	Lenel	LNL-2220	Intelligent Dual Reader Controller with onboard ethernet, 2 readers	1
9	Paragon	NA	Paragon Metals Housing	1
10	Yuasa	NP712	12V 7amp Battery	1
11	Altronix	AL400ULX	Power Supply, 12VDC or 24VDC Output 4 Amps	1
12	Panasonic	PWM484S	Camera Wall Mount	2
13	Lenel	SW-LNR-CH1	Lenel IP Camera License	3
14	Lenel	SWC-DV	Lenel Video Concurrent User License	2
15	Panasonic	WV-NW484S	IP Minidome Camera, Surface Mount	3

Proposal Pricing Summary:

Ingersoll Rand Security Technologies, also known as Electronic Technologies Corporation USA (a New York corporation) ("Ingersoll Rand Security Technologies") proposes the installation of the above scope of work for the amount of:

\$18,357.15

This price is subject to the aforementioned scope of work and standard Ingersoll Rand Security Technologies Qualifications and Terms & Conditions. This proposal is valid for 90 days. This proposal does not include any applicable taxes. Taxes will be charged on the full contract amount based on tax information received at time of contract.

Confidentiality Agreement:

This proposal is intended for the sole use of Ginn Lifestyles Group, LLC and is not to be duplicated or distributed except for the use of Ginn Lifestyles Group, LLC employees involved with this project.



Qualifications:

1. All work is to be performed during normal working hours (8:00am - 4:30pm). Overtime required for additional out of scope work, testing, or technical assistance will be billed for on a differential basis.
2. Ingersoll Rand Security Technologies standard Terms and Conditions apply (see attached).
3. Mobilization Fee of 25% required to initialize project, purchase equipment, and expedite services and resources. The remainder of the project will be billed on a progressive monthly schedule proportional to the percentage of project completion.
4. This proposal excludes all applicable taxes. Taxes will be billed on the full contract amount unless a tax resale or capital improvement certificate is received prior to execution of the contract.
5. All equipment listed will carry a 1 year warranty from date of completion, unless extended warranties are executed.
6. All labor used to install equipment listed will carry a 1 year warranty from date of completion, unless extended warranties are executed.
7. This proposal is based on providing material and technical assistance only as required to provide an operational system as specified.
8. This proposal does not include data base entry for access control users.
9. All associated electrical installation, wiring, back boxes, conduit, wire and labor is by others (General Contractor or Electrical Contractor).
10. All associated mechanical or hardware installation, millwork and other general construction, general conditions, patching, painting, rubbish removals and asbestos removal/abatement is by others.
11. This proposal does not include filing, Asbestos work, filing and inspection fees or expediting costs.
12. The remainder of the project will be billed on a progressive monthly schedule proportional to the percentage of project completion.

Thank you for the opportunity to provide this proposal for your review and consideration. We look forward to assisting in all of your systems needs.

Sincerely,

Charlie Taylor

Ingersoll Rand Security Technologies
also known as Electronic Technologies Corporation USA

Accepted By: _____ Date: _____

Print Name: _____ Title: _____

PO Number: _____



TERMS AND CONDITIONS

1. **Parties:** The parties to this agreement ("Agreement") are (1.) Ingersoll Rand Security Technologies, also known as Electronic Technologies Corporation USA ("Ingersoll Rand Security Technologies" or "Company"), a New York corporation, and (2.) the Customer as defined by that entity identified in the signature block of this Agreement.
2. **Equipment:** The systems, other equipment and accessories specified on Company's proposal and in Customer's purchase orders which are accepted subsequently by Company, including additions, replacements and replacement parts are referred collectively as the "Equipment".
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4. **Taxes and Fees:** Customer will pay when due all taxes, including sales, use, privilege, excise, personal property, value added and other taxes, but not federal or state income or franchise taxes imposed on Company, and all other governmental charges, assessments, fees and any related interest or penalties imposed with respect to the Equipment or the transactions contemplated by this Agreement. If Customer fails to pay any such amount when due, Company may elect to pay it and Customer will promptly reimburse Company for such payment, together with interest from the date paid at the Overdue Rate (as defined in Section 12). If Company is required to obtain any local permit or license to enable it to install the Equipment at Customer's sites, Customer will reimburse Company for any related fees or charges.
5. **Obligations; Late Charges:** Customer will pay Company or any assignee of Company (an "Assignee") the purchase price for the Equipment, the installation, maintenance and any other charges set forth on the face of this Agreement or any applicable purchase order. All such payments and other obligations in connection with this Agreement or any such purchase order are referred to collectively as the "Obligations". Customer will make all payments to Company or any Assignee at such address as Company or such Assignee designates in writing. Company or its Assignee shall invoice Customer for all Equipment, installation, maintenance and other charges, and payment shall be due Net 30 days after date of invoice. For "Equipment Only" orders, equipment charges shall be invoiced upon shipment from the designated shipping point. For "Installation Projects", equipment charges shall be invoiced upon receipt at Company's local staging area and installation charges shall be invoiced progressively (if applicable, Retention of ____ % until completion of the project). For "Installation only", installation charges shall be invoiced progressively. Maintenance charges shall be billed in advance in installments as specified on the face of this Agreement and installation charges shall be invoiced upon completion of identifiable milestones or as specified on the face of this Agreement. If Company or any Assignee does not receive any payment within 10 days after its due date, Customer will pay a late charge of 1.25% per month or 15% per annum or the maximum amount permitted by law on such payment. Any such late charges, if assessed, will be part of the Obligations.
6. **Security Interest:** In order to secure payment and performance of all Obligations and any other current or future obligations of Customer to Company in connection with any other agreement between them, Customer grants to Company and any Assignee a continuing security interest in the Equipment, all other similar equipment provided by Company in the possession or control of Customer, and all proceeds thereof, including insurance proceeds (collectively, the "Collateral"). This security interest will terminate only on the discharge in full of all the Obligations and all such other obligations of Customer to Company.

Whenever requested by Company or any Assignee, Customer will execute and deliver one or more financing statements and such other documents, and Customer will do all such acts and things, as Company or such Assignee reasonably requests to further evidence, perfect, maintain or enforce the security interest. Company and any Assignee may file or record this Agreement and execute and file, at any time, financing statements with respect to the Collateral signed only by Company or such Assignee. Customer irrevocably appoints company and its assignees its true and lawful attorneys-in-fact to execute and file all such documents on behalf of Customer.
7. **Transportation; Risk of Loss; Insurance:** All orders will be shipped F.O.B. Company's designated shipping point. All orders will be shipped directly to Customer or to a staging area designated by Company. Customer will pay all expenses, including insurance, for handling and transporting the Equipment from and to the designated shipping point and/or the designated staging area for any reason.

Customer will bear all risk of loss or damage to, or theft of, the Equipment once it has left the designated shipping point. Until the Obligations are paid in full, Customer will, at its expense, keep the Equipment insured under policies issued by reputable insurance companies for all risk commercial property coverage based on full insurable value. Customer will provide evidence of such insurance to Company or any Assignee, on request. If the Equipment suffers a casualty covered by insurance, Customer will apply all insurance proceeds to pay the Obligations, but will remain liable for any Obligations remaining unpaid.
8. **Training; Use of the Equipment:** Customer will permit Company to train its personnel in the proper use of the Equipment on or prior to installation, and Customer will provide training for its new personnel. Customer will use the Equipment only in accordance with Company's specifications and instructions.



9. **Power Requirements.** Customer shall provide electrical power and telephone lines for the Equipment in accordance with Company's specifications.

10. **Supplies.** All supplies, components and replacement parts used in conjunction with the Equipment, which are not furnished by Company, must meet Company specifications. Company will not be liable for any loss, damage or injury to the Equipment, Customer, its employees or agents or any other person caused by the use of non-conforming supplies, components or replacement parts. Company will not be required to make any adjustment, replacement or repair under any applicable warranty or maintenance service if Customer uses non-conforming supplies, components or replacement parts in conjunction with the Equipment.

11. **Maintenance Service.** Company will provide maintenance service for the equipment listed in Attachment A (the "Maintained Equipment") in accordance with the provisions of this Section 11 for the charges, if any, specified on the face of this Agreement. Maintenance service shall commence upon the expiration of the warranty period and shall continue throughout the term specified on the face of the agreement. Upon expiration of the original term, maintenance service will be automatically renewed for successive twelve month periods at company's then prevailing maintenance charges unless one party serves written notice of cancellation on the other party at least 30 days prior to the expiration of the then current term. Either party may terminate any such renewal term upon 30 days written notice. However, in no event shall Customer be permitted to terminate maintenance service until all obligations under this agreement have been paid in full.

Maintenance service is intended to keep the Maintained Equipment in, or restore it to, manufacturer's specifications but does not assure uninterrupted operation of the Maintained Equipment. Company shall have full and free access to the Maintained Equipment during the hours specified on the face of this Agreement to perform maintenance services. For services rendered at Customer's request outside of such hours, Customer will be charged for labor, travel time and expenses at Company's established rates. Such modifications shall be made at a time mutually agreeable to Customer and Company. Subject to Company's instruction and direction, Customer shall at its own expense and when necessary, perform certain duties and services of a housekeeping nature, such as but not limited to, the replacement of printer ribbons and paper, and cleaning of magnetic tape heads.

Customer shall provide, free of charge and with ready access, storage space for spare parts, working space, heat, light, ventilation, electric current and outlets for the use of Company's maintenance personnel. Customer shall maintain site environmental conditions throughout the term of this Agreement in accordance with the specifications established by Company for the Maintained Equipment. Customer's personnel shall not perform maintenance or attempt repairs to Maintained Equipment except as specified and approved by Company in writing.

EXCLUSIONS: Company is not responsible for servicing tags, labels, pedestal covers, access cards, VCR heads, printer material or other cabinetry. Company shall not be responsible for any failure to render maintenance service due to work stoppage, fires, floods or causes beyond its control. Customer will be charged at Company's applicable service charges then in effect for service (including labor, travel charges, parts and materials) requested or required as a result of: (1) reinstallation or relocation of Maintained Equipment; (2) any service calls prompted by systems alarming due to tag proximity (migrating tags); (3) any request by Customer for changes to Maintained Equipment; (4) accident, disaster, lightning and other acts of God, misuse (including, but not limited to, use of the Maintained Equipment not in accordance with Company's specifications or operational procedures), neglect, abuse, alterations, adjustments, repairs or maintenance not done by Company, or by parts, accessories, attachments or other devices not furnished by Company; (5) failure to continually provide suitable installation environment with all facilities as prescribed by Company including, but not limited to, adequate space and electrical power; or (6) any causes external to the Maintained Equipment, such as but not limited to, power failure or air-conditioning failure.

Parts removed and taken by Company shall become the property of Company. Any Maintenance Aids provided by Company hereunder, including but not limited to maintenance software, are the property of Company and are proprietary to it. Customer agrees to keep confidential and to utilize its best efforts to prevent and protect the contents of these Maintenance Aids or any part thereof, from unauthorized disclosure by its agents, employees or customers. Customer agrees that it will not make or have made copies of any Maintenance Aids or part thereof without the prior written consent of Company. If, after the initial term of maintenance service, any item of Maintained Equipment is, in Company's opinion, in need of refurbishment or overhaul, Company shall submit to Customer a description of the necessary refurbishment and Company's charges to Customer for such refurbishment. If Customer does not elect to have Company refurbish such equipment, Company shall: (i) be relieved of maintenance responsibility for such equipment under the terms of this Agreement, and (ii) upon mutual agreement provide maintenance service for such equipment on a time and materials basis in accordance with its published terms, conditions and charges for such services.

After the initial term of maintenance service, Customer, by written amendment to this Agreement, may change the maintenance service provided under this Agreement, to another plan then offered by Company to its customers for the equipment specified herein. In the event of such change, the published rates and terms then in effect for the maintenance plan selected shall apply. Changes in specifications for the Maintained Equipment may result in an adjustment of the Maintenance Service Fee. Such adjustment will become effective upon the installation of the specific change. Company may change the rates specified herein effective upon expiration of the first year of maintenance service or at the end of any calendar month thereafter, by giving at least thirty (30) days written notice. Rental charges for any special equipment such as fork lifts, man lifts, cherry pickers, etc. required to provide the maintenance service hereunder shall be paid by customer as additional charges.

Customer shall not cause modifications to be made, or accessories, attachments, features or devices to be added to the Maintained Equipment without the prior written approval of Company. Upon mutual agreement, Company shall perform modifications to the Maintained Equipment and Company shall adjust the Maintenance



12. Warranties; Limitation of Liability. Company warrants that the Equipment will be free from defects in materials and workmanship on delivery or, if Company installs the Equipment, on installation. Company's sole obligation under this warranty will be to repair or replace broken or defective Equipment as necessary to return the Equipment to normal operating order, at no charge for parts for the first twelve (12) months and no charge for labor for the first twelve (12) months following the earlier of substantial completion and/or acceptance by the customer.

EXCEPT AS SET FORTH IN THIS SECTION 12, COMPANY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ITS OPERATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE. If Company or its employees, agents or franchisees fail for any reason to provide maintenance service or make faulty repairs or adjustments, or damage any equipment, whether or not caused by negligence, Company's sole liability to customer will be to make any repair, adjustment or replacement necessary to return such equipment to normal operating order. In no event will company or its employees, agents or franchisees be responsible for failure to provide service due to causes beyond their control. No failure to provide maintenance service will release customer from any obligations. Company and its employees, agents and franchisees will in no event be liable for any incidental, consequential or other direct or indirect damages suffered by customer, any of its employees, agents or any other person arising out of or in connection with the use or performance of the equipment, even if they have been advised of the possibility of such damages. Company neither assumes nor authorizes any employee, agent or franchisee to assume for company any other liability in connection with the sale or use of the equipment.

Customer agrees that any liability of Company or its employees, agents or franchisees due to any failure of the Equipment or any other act or omission of Company or any of its employees, agents or franchisees in the design, installation, maintenance or service of the Equipment will be limited exclusively to a sum equal to the purchase price of the Equipment involved, as liquidated damages and not as a penalty. Further, Customer will hold harmless and indemnify Company and its officers, directors, employees, agents and franchisees against any loss, liability or expense (including reasonable attorneys' fees and disbursements) in excess of the amount provided above as liquidated damages on account of any such failure, act or omission. Customer agrees to obtain and maintain liability insurance from financially sound and reputable insurance companies against malpractice and other liabilities and risks of a character usually insured against by healthcare facilities such as Customer with adequate and prudent minimum limits of liability.

13. Default. Customer will be in default if, while any Obligations are outstanding, (a) Customer fails to pay when due any Obligations or any amount due under any other agreement with Company, or if any insurance required to be maintained by Customer lapses, and such failure continues for 10 days, (b) Customer fails to observe or perform any other covenant of this Agreement or any such other agreement and such failure continues for 20 days after written notice thereof to Customer, (c) any levy, seizure or attachment of the Equipment occurs, (d) Customer becomes insolvent or makes an assignment for the benefit of creditors, or any insolvency, bankruptcy, reorganization or similar proceedings by or against Customer are instituted, or a receiver, trustee or liquidator of Customer or a substantial part of its assets is appointed, with or without Customer's consent, or (e) Customer ceases to do business.

If Customer is in default, Company may, in its sole discretion, without further notice, exercise one or more of the following remedies: (i) declare all unpaid Obligations immediately due and payable, (ii) terminate this Agreement or any applicable purchase order as to any Equipment, (iii) with or without notice or legal process, enter any premises in which the Collateral may be located and take possession or remove it, without any liability for doing so, (iv) cause Customer to return the Collateral promptly to Company, (v) use, hold, sell, lease or otherwise dispose of any or all of the Collateral, in whole or in part, free and clear of any rights of Customer, at public auction or private sale or lease, and have the right to bid and purchase at such sale, (vi) enforce Customer's performance of the Obligations or recover damages for the breach thereof and (vii) exercise any and all rights and remedies available to Company under law, including those of a secured creditor under the Uniform Commercial Code.

In addition, Company will, at its election, be entitled to recover immediately as liquidated damages for loss of a bargain, and not as penalty, an amount equal to the sum of (1) all Obligations then due but unpaid, plus (2) an amount equal to (A) the difference between (i) all remaining Obligations not then due and (ii) the costs which Company would have incurred in the performance of its obligations hereunder after the default, if the default had not occurred, all as reasonably determined by Company, (B) discounted to present value as of the date of default at the rate of 7%. Customer agrees that such liquidated damages are reasonable and appropriate, as Company markets similar equipment in the ordinary course of its business and maintains substantial inventories to meet customer needs. Customer will pay Company on demand (i) any deficiency in the payment of any Obligations remaining after Company's exercise of any of its rights and remedies and (ii) all expenses incurred by Company in connection with the enforcement of this Agreement, the collection, removal, repossession, holding, preparation for sale and disposition of the Collateral, paying or settling liens and claims against the Collateral and other similar activities, including the maximum attorneys' fees permitted by law. All such expenses will be part of the Obligations. At Company's request, Customer will assemble the Collateral and make it available to Company at a place designated by Company. Obligations that are not paid when due (including those which have been accelerated) and the liquidated damages provided above will bear interest at the lower of 20% per annum or the maximum rate allowed by law (the "Overdue Rate") from the date due, or in the case of liquidated damages, from the date of Customer's default, until paid.

If Company is required under the Uniform Commercial Code to give Customer notice of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made, such notice will be deemed to be reasonable if mailed by registered or certified mail to the last known address of Customer at least seven days prior to such action. Customer waives any right to require notice of sale or other disposition, the place thereof and the manner and place of any advertising. Customer waives all rights to notice and to a judicial hearing with respect to the repossession of the collateral by Company if Customer defaults hereunder. All remedies of Company are cumulative and in addition to every other remedy available to Company, whether now or hereafter existing. Company may, to the extent permitted by law, exercise any remedies concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy or to preclude the exercise of any other remedy. Company's failure at



any time to enforce any right or remedy available to it or to require Customer's performance of any of the provisions of this Agreement, or any delay in so doing, will not be deemed to constitute a waiver of any such right or remedy, nor will it in any way affect Company's right to enforce any such provision thereafter.

14. Confidentiality. Customer will not disclose or permit disclosure of any information or data related to any of the Equipment without the prior written consent of Company or use or permit the use of such information or data to compete with Company in any manner.

15. Assignment. Customer acknowledges that Company intends to assign, or grant a security interest in this Agreement, Company's interest herein or in the Equipment, to institutional lenders or others. Customer consents to such assignment, grant and any reassignment, without notice to Customer. Any Assignee will have all of the rights, powers, privileges and remedies of Company. An Assignee's interest in this Agreement, the Obligations and the Equipment will be free from any claim, defense, setoff, recumbent, counterclaim or other right, whether arising hereunder, under any Maintenance Service Agreement or otherwise, which Customer may be entitled to assert against Company or any other person. Customer will not assert any such claim or right against any Assignee, it being agreed that any Assignee will not assume or be deemed to assume any obligation of Company hereunder, under any Maintenance Service Agreement or otherwise.

16. Additional Agreements of Customer. Until the Obligations are paid in full: (a) Customer will not, without Company's prior written consent, (i) assign, transfer, pledge or otherwise encumber any Equipment or this Agreement or any interest herein, or lease, sublease or relinquish possession or control of the Equipment, (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by Company or (iii) remove the Equipment from the installed location; (b) the Equipment at all times will remain personal property and Customer will not cause or permit any Equipment to become permanently affixed to any real property and; (c) Customer will comply with all laws and regulations applicable to the possession or use of the Equipment and will use the Equipment in the regular course of its business in a careful and proper manner. The provisions of this Section 16 will also apply to any Collateral, which is not Equipment.

Customer represents and warrants that any site at which the Equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance exists at any site, Company will not be required to install or service the Equipment at such site and Company may arrange, at Customer's expense, for the Equipment to be installed and serviced by persons qualified to handle such substances.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and fully to be performed in such state, without giving effect to conflicts of laws principles, it being agreed that this Agreement bears a reasonable relation to such laws. Company and Customer submit to the personal jurisdiction of the state and federal courts of the State of New York and agree that such courts will have jurisdiction over them, with venue in New York County, in connection with any matter arising out of this Agreement and that service of process may be made by registered or certified mail, return receipt requested, to the last known address of the party being served. Process may also be served by any other legal means and Company may bring an action with respect to any such matter in another jurisdiction.

18. Miscellaneous. If the Equipment contains computer programs, this Agreement is subject to the additional provisions of the Software License Addendum attached to this Agreement. This Agreement and such Addendum, if applicable, constitute the entire agreement between Company and Customer with respect to their subject matter, and no representation, statement, term or condition not set forth herein will bind Company. Except with respect to terms set forth in a subsequent customer purchase order regarding delivery dates, quantities and prices which have been agreed to by Company, this Agreement will supersede and will not be modified by any such purchase order or any other document, without Company's written agreement. No provision of this Agreement may be changed, waived, discharged or terminated, except by an instrument in writing executed by the party against which enforcement is sought. All notices or other communications must be in writing and will be deemed to have been given when mailed, postage prepaid, by registered or certified mail, addressed to Company or Customer, at its address set forth on the face of this Agreement, or such other address as is properly designated by notice. If a court of competent jurisdiction declares any provision of this Agreement illegal or unenforceable, it will be ineffective only to the extent of such illegality or unenforceability, without affecting the validity and enforceability of the other provisions. The headings in this Agreement are inserted for convenience of reference only and will not be used in the interpretation of this Agreement.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on this 14th day of December 2017, by and between the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (herein referred to as "District"), and **REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.**, a Florida corporation (herein referred to as "Licensee").

RECITALS

A. WHEREAS, the District 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

B. WHEREAS, District is the owner of a parcel of real property within its boundaries, and Licensee and its agents are responsible for the operation and maintenance of certain Mailboxes (the "Mailboxes") within, adjacent to and/or near said parcel of real property (the "Property"); and

C. WHEREAS, the Licensee is a homeowners' association operating within the boundaries of the Reunion East Community Development District; and

D. WHEREAS, the Licensee, desires to continue to operate and maintain the Mailboxes, which location is depicted in Exhibit "A" and shall be referred to herein as the "License Area".

E. WHEREAS, it is in the best interest of the District to permit such continued operation and maintenance by Licensee.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. District, in consideration of the covenants and agreements made by Licensee herein, grants to the Licensee a nonexclusive license to utilize the License Area for the purpose of operating and maintaining the Mailboxes.

2. The license granted herein shall be for a term commencing on December 1, 2017, and ending December 1, 2027 (the "Original Term"), unless terminated sooner as provided for in this Agreement. Upon the expiration of the Original Term this Agreement shall automatically renew for successive ten (10) year terms unless terminated as provided for in this Agreement.

3. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the operation, maintenance, height, size, location, use, operation, and removal of the Mailboxes and shall fully indemnify District against any loss, cost, or expense which may be sustained or incurred by District as a result of the installation, maintenance, operation, or removal of the Mailboxes unless such loss is due to the negligence of District, its employees, agents, or invitees. District makes no representation that applicable laws, ordinances, or regulations permit the installation or operation of the Mailboxes on the subject real property.

4. District grants to Licensee, its agents, guests, employees, invitees, representatives and designees the right, to be exercised as set forth herein, to enter upon the License Area for the sole purpose of repairing, installing, maintaining, operating, removing and/or gaining access to Licensee's Mailboxes and associated improvements. Notwithstanding anything contained herein, Licensee's, or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of District's improvements located thereon) or with any of the District's other operations or activities or those of the general public.

5. Licensee shall promptly reimburse District for the costs of repair of any damage to the License Area, or any improvements located thereon, directly or indirectly caused by Licensee's Mailboxes or the installation, operation, use, maintenance, repair or removal of the Mailboxes or other installations related thereto of the Licensee.

6. Licensee, at its expense, shall be solely responsible for and shall maintain, at all times, its Mailboxes in a safe, structurally sound, clean, attractive and slightly condition and shall indemnify and save harmless District from and against all liens and claims of mechanics and materialmen furnishing labor and materials in the repair and maintenance of same. Licensee hereby specifically acknowledges that it is the sole owner of the Mailboxes, and that Licensee is the sole entity responsible for the maintenance, repair and upkeep of the Mailboxes.

7. Licensee agrees to defend, indemnify, and save harmless District from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by District arising from, growing out of, or resulting from Licensee's Mailboxes, Licensee's installation, repair or use of the License Area or any other adjacent areas where Licensee's equipment may be located, including costs, attorney's fees, and other expenses incurred by District in defending any such claim unless such loss, damage, or injury is due to the negligence of District, its employees, agents, or invitees.

8. Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the License Area, or any other person, occurring in or about the Property and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Area or any part of it or from

equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any Licensee's officers, directors, agents, employees, contractors and servants or of any other person; except for the negligence of or omission by District, its officers, directors, agents, employees, contractors and servants.

9. The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the License Area and shall not preclude District from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing unreasonable interference with the activities being carried on by Licensee in accordance with this license. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses. Licensee shall not change or materially alter the Mailboxes without the prior written consent of District.

10. No notice or demand related to or required by this Agreement shall be effective unless the notice or demand is in writing and is either delivered personally to the party for whom it is intended, or to an officer of the party if a corporation, or sent by United States registered or certified mail, return receipt requested. Either party may, however, by notice to the other, from time to time designate another address in the United States to which notices mailed more than 10 days afterwards shall be addressed. Notices mailed as described above shall be effectively given as of the date of mailing. Notices shall be mailed to the addresses as listed below:

If to District: Reunion East Community Development District
c/o Governmental Management Services –
Central Florida, LLC
135 W. Central Boulevard, Suite 320
Orlando, FL 32801
Attn.: District Manager

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

If to Licensee: Reunion Resort & Club of Orlando Master Association, Inc.
8390 Championsgate Boulevard, Suite 304
Championsgate, Florida 33896
Attn: Bryan Arnold, President

11. Upon any default by Licensee under this Agreement, District shall provide written notice of such default to Licensee and Licensee shall have thirty (30) days from receipt of such written notice to cure said default. If, due to circumstances beyond Licensee's control, the default cannot be cured within the thirty (30) day period, Licensee shall be granted additional time, as necessary, to cure the default so long as Licensee commences to cure the default within the thirty (30) day notice period and is diligently pursuing the cure of the default. In the event

Licensee fails to cure the default within the thirty (30) day period (or, where additional time to cure is required, fails to commence and diligently pursue the cure within the thirty (30) day period) District and shall have the right to terminate this License upon written notice to Licensee and said termination shall be effective upon Licensee's receipt of such notice.

12. Notwithstanding anything herein to the contrary, District may terminate the license granted herein, with or without cause, upon thirty (30) days written notice to the Licensee.

13. This Agreement shall be binding upon the successors and assigns of the parties, provided that Licensee shall not assign or transfer the license granted herein to anyone else without District's prior written consent, which may be withheld at its sole discretion.

14. The Licensee shall obtain and keep in force, at Licensee's expense, all types and amounts of insurance coverage considered customary and reasonable within its industry. 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 District.

15. Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this License 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.

16. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

17. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this License 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.

18. No modification, waiver, amendment, discharge or change of this License 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.


19. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this License 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 actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.


20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

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


WITNESSES:

**REUNION RESORT & CLUB OF ORLANDO
MASTER ASSOCIATION, INC.**

By: 
Print: Amanda Narehead

By: 
Name: Carlton Grant
Title: President

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT, a Florida
community development district**

By: 
Print: George S. Fliet


By: 
Name: Carlton Grant
Title: Chairman

EXHIBIT "A"**License Area**

TRACT 919A RETENTION POND , REUNION PHASE 2 PARCEL 3 PB 14 PGS 136-140 34-25-27, as recorded in the Official Records of Osceola County, Florida (Osceola County Parcel ID# 35-25-27-4855-TRAC-919A)

TRACT PD-2, RETENTION AREAS, REUNION WEST VILLAGE 3B PB 16 PGS 180-182, as recorded in the Official Records of Osceola County, Florida (Osceola County Parcel ID# 35-25-27-4849-TRAC-P030)

A PORTION OF PARCEL 2A, REUNION VILLAGE 1B PB 15 PGS 174-176, as recorded in the Official Records of Osceola County, Florida (Osceola County Parcel ID# 35-25-27-4859-PRCL-02A5): BEG AT SW COR OF PARCEL 2A, N 106.30 FT TO POC, CONC NELY, RAD 219.50 FT (CH BEARING N 48 DEG W 140.43 FT) CENT ANG 37 DEG, NWLY ALONG CURVE 142.95 FT TO REV CURVE, CONC SWLY, RAD 568.07 FT (CH BEARING N 29 DEG W 59.87 FT) CENT ANG 6 DEG, NWLY ALONG CURVE 142.95 FT, N 37 DEG W 38.28 FT, N 36 DEG W 20.15 FT, N 54 DEG E 79.83 FT, S 30 DEG E 57.05 FT, S 62 DEG W 20.45 FT, S 32 DEG E 38.19 FT, S 35 DEG E 36.92 FT, N 53 DEG E 19.30 FT, N 52 DEG E 165.90 FT TO POC, CONC NLY, RAD 100 FT (CH BEARING S 72 DEG E) CENT ANG 8 DEG, ELY ALONG CURVE 14.78 FT, S 52 DEG W 169.45 FT, S 54 DEG W 24.01 FT, S 42 DEG E 29.39 FT, S 48 DEG E 29.40 FT, N 39 DEG E 19.33 FT, S 27 DEG E 105.19 FT, S 20 DEG W 19.25 FT, S 72 DEG E 29.47 FT, S 78 DEG E 24.69 FT, S 83 DEG E 23.36 FT, E 31.76 FT, N 86 DEG E 17.22 FT, N 83 DEG E 40.88 FT, N 6 DEG W 24.82 FT, N 84 DEG E 40 FT, N 5 DEG W 109.99 FT, W 99.19 FT, N 53 DEG W 37.86 FT, N 19 DEG W 49.09 FT, N 9 DEG E 30.26 FT, N 45 DEG E 40.07 FT, E 195.59 FT, S 28 DEG W 123.45 FT, S 49 DEG W 19.53 FT, S 5 DEG E 89.82 FT, S 9 DEG E 29.73 FT, S 85 DEG W 21.47 FT, S 5 DEG E 19.66 FT, N 87 DEG E 77.05 FT, E 80.73 FT, S 87 DEG E 5.45 FT, S 85 DEG E 80.83 FT, S 86 DEG E 68.57 FT TO POC, CONC NWLY, RAD 10 FT (CH BEARING N 46 DEG E) CENT ANG 92 DEG, NELY ALONG CURVE 16.11 FT, N 141.88 FT TO POC, CONC SLY, RAD 42 FT (CH BEARING N 80 DEG E) CENT ANG 161 DEG, ELY ALONG CURVE 117.84 FT, S 20 DEG E 65.13 FT, S 18 DEG E 51.92 FT, S 2 DEG E 31.96 FT, S 8.68 FT TO POC, CONC NELY, RAD 10 FT (CH BEARING S 48 DEG E) CENT ANG 96 DEG, & SELY ALONG CURVE 16.73 FT, N 85 DEG E 23.39 FT, N 87 DEG E 22.46 FT, N 88 DEG E 11.64 FT, S 89 DEG E 63.98 FT, S 84 DEG E 54.99 FT, S 81 DEG E 55.20 FT, S 86 DEG E 54.62 FT, N 85 DEG E 55.08 FT, N 74 DEG E 65.46 FT, N 78 DEG E 1.74 FT TO POC, CONC NWLY, RAD 326 FT, (CH BEARING N 64 DEG E) CENT ANG 8 DEG, NELY ALONG CURVE 42.85 FT, N 58 DEG E 29.80 FT TO POC, CONC NWLY, RAD 76 FT, (CH BEARING N 34 DEG E) CENT ANG 46 DEG, NELY ALONG CURVE 61.44 FT, N 11 DEG E 35.98 FT, N 10 DEG E 150.56 FT, N 5 DEG E 35.98 FT, N 9 DEG W 28.89 FT TO POC, CONC SWLY, RAD 131.17 FT, (CH BEARING N 27 DEG W) CENT ANG 22 DEG, NWLY ALONG CURVE 51.27 FT, S 62 DEG W 137.81 FT, N 20 DEG W 10.10 FT, N 62 DEG E 109.29 FT, N 49 DEG E 19.36 FT TO POC, CONC SLY, RAD 5 FT, (CH BEARING S 87 DEG E) CENT ANG 88 DEG, ELY ALONG CURVE 7.68 FT, N 37 DEG W 60.45 FT, N 18 DEG W 22.02 FT, S 63 DEG W 4.43 FT, N 24 DEG W 30.57 FT, N 18 DEG W 40.90 FT, N 12

DEG W 31.40 FT, N 8 DEG W 10.66 FT, N 4 DEG W 30.92 FT, N 1 DEG E 26.99 FT, N 4
 DEG E 14.08 FT, N 9 DEG E 31.90 FT, N 12 DEG E 17.99 FT, N 22 DEG E 26.95 FT, N 33
 DEG E 22.78 FT, N 46 DEG E 34.10 FT, N 55 DEG E 26.99 FT, N 38 DEG W 28.07 FT, N 57
 DEG E 19.87 FT, N 33 DEG W 69.03 FT, W 132.74 FT, N 10 DEG E 246.52 FT, S 80 DEG E
 20.03 FT, S 44 DEG E 163.49 FT, S 19 DEG W 125.24 FT, S 71 DEG E 36.31 FT, S 52 DEG E
 61.13 FT, N 34 DEG E 27.50 FT, N 27 DEG E 31.96 FT, N 22 DEG E 14.74 FT, N 15 DEG E
 43.89 FT, N 8 DEG E 24.47 FT, N 1 DEG E 34.29 FT, N 7 DEG W 34.90 FT, N 14 DEG W
 24.57 FT, N 19 DEG W 25.15 FT, N 27 DEG W 34.01 FT, N 28 DEG W 111.33 FT, N 13 DEG
 W 13.62 FT, N 1 DEG E 18.10 FT, N 19 DEG E 22.41 FT, N 40 DEG E 23.25 FT, N 58 DEG E
 17.96 FT, N 77 DEG E 17.88 FT, N 7 DEG W 64.46 FT, S 45 DEG E 38.86 FT TO POC ON
 NELLY LINE OF TRACT 2A, RUN ALONG SAID CURVE TO NW COR TRACT C OF
 REUNION VILL 1A, S 1, 322.91 FT TO N/L OF TRACT B, W 1356.83 FT TO POB & COM
 AT SE COR TRACT B REUNION VILLAGE 1B PB 15 PGS 174-176, W 1, 003.16 FT, N
 130.59 FT TO POB; CONT N 85.85 FT, N 22 DEG W 159.22 FT, E 12.94 FT, S 22 DEG E
 156.20 FT, S 2 DEG E 89.32 FT, N 88 DEG W 15.46 FT TO POB LESS COM AT SE COR
 TRACT B, W 1, 140.06 FT, N 127.41 FT TO POB; S 84 DEG W 3.63 FT, N 5 DEG W 109.99
 FT, E 3.64 FT, S 5 DEG E 109.64 FT TO POB

MANAGEMENT SERVICES AGREEMENT
(HERITAGE CROSSING COMMUNITY CENTER AND HORSE STABLES)

THIS MANAGEMENT SERVICES AGREEMENT (this "Agreement") is entered into this 12th day of SEPTEMBER, 2019, by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district and a local unit of special purpose government (the "CDD"), and KINGWOOD ORLANDO REUNION RESORT, LLC, a Florida limited liability company (the "Management Company", together with the CDD, the "Parties").

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 amenities/properties commonly referred to as "Heritage Crossing Community Center and the Horse Stables", 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 date the CDD confirms in writing that the CDD Facilities are ready for use (the "Effective Date") and ending on three (3) years following the Effective Date (the "Term").
3. Control and Management Responsibility. The Parties agree that for the Term of this Agreement, at all times the CDD shall have control of the CDD Facilities. The Parties agree that the Management Company shall manage and operate the CDD Facilities in accordance with the standards set forth herein and as directed by the CDD, in accordance with this Agreement, applicable regulations, permits, District rules and Florida law, 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. CDD confirms that, should the CDD desire to sell either whole or part of the CDD Facilities, the CDD shall follow a public auction and bidding process, as permitted by Chapter 190, *Florida Statutes* and other applicable Florida law.

4. Compensation. The Management Company shall be paid an amount per year as reflected in Table 1 below (Base Compensation):

TABLE 1

Year	Base Compensation
1	\$48,750
2	\$32,500
3	\$16,250

The Base Compensation shall be paid in equal monthly payments. The Management Company shall be responsible for paying all bills and costs associated with the operation and management of the CDD Facilities. In addition to the Base Compensation, the Management Company shall be paid a fee per event booked at the CDD Facilities (the "Event Compensation") equivalent to 50% of the then adopted Facility Rental Fees, described in Section 5 below. The Event Compensation may be adjusted by mutual written agreement between the CDD and the Management Company from time to time. In the event that the Base Compensation and Event Compensation prove insufficient to cover the costs of operating and maintaining the CDD Facilities, the Management Company may provide documentation of such shortfall to the District and request a payment to cover the difference between the documented actual cost of operating and maintain the CDD Facilities and the combined Base Compensation and Event Compensation (a "Shortfall Payment"). In any month where the Management Company anticipates and/or will submit a request for Shortfall Payment, the Management Company must submit detailed financial reporting to the District, documenting the expenditures and revenues associated with operating and maintaining the CDD Facilities, including, but not limited to, balance sheets, income statements, invoices, associated payroll records and documentation associated with the Facility Rental Fees. Upon confirmation of the actual operation and maintenance costs for the CDD facilities to the satisfaction of the District, the District shall either 1) instruct the Management Company in writing to remit the Shortfall Payment from Facility Rental Fees held by the Management Company or 2) remit the Shortfall Payment directly from the District to the Management Company.

5. Facility Rental Fees. Facility Rental Fees shall be set by the District through its rulemaking process, as initially adopted and subsequently amended from time to time. Management Company shall collect a Facility Rental Fee for each event held in the CDD Facilities on behalf of the CDD, excluding CDD Sponsored Events. Management Company will remit Facility Rental Fees to the CDD on a monthly basis with a report indicating the date, time and description of each event. The Management Company may advise the CDD regarding proposed Facility Rental Fees; however, the adoption of the Facility Rental Fees shall be within the full control and discretion of the CDD.

6. CDD Sponsored Events. Management Company shall block out specific dates and times for CDD Sponsored Events. CDD Sponsored Events are intended to benefit residents and non-resident user fee payers. Specific dates and times will be determined by mutual written consent of the parties.

7. 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. On or before the 60th day prior to the beginning of each new fiscal year, the Management Company shall develop the operating budget for the CDD Facilities for the coming fiscal year, which the District shall review and, with such changes as the District shall approve upon advice of the District Manager and the Management Company, which shall be approved in writing by the District on or before the first day of the applicable fiscal year. Each such budget shall be subject to modification to address new needs and costs as the Management Company shall propose from time to time and the District approve in writing. A copy of the budget approved for the first fiscal year under this agreement is attached hereto as **Exhibit B**.

(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 appropriate personnel to manage the CDD Facilities during hours of operation, which hours shall be established by the CDD from time to time, with Management Company providing input on recommended hours of operation. The Management Company shall post appropriate signage indicating the hours of operation and a contact number for the Management Company. The Management Company may elect to permit use of certain areas of the CDD Facility during discrete periods while restricting use of other areas of the CDD Facilities during those same periods. The Management company shall make best efforts to ensure CDD Facilities are only accessed by (a) property owners within the boundaries of either Reunion East or Reunion West community development district ("Property Owner") and the guests of Property Owners (inclusive of guests of the Management Company, as a Property Owner), (b) employees, contractors, subcontractors, and other licensees of the Management Company and (c) individuals who have paid the CDD Non-Resident User Fee. The Management Company shall have discretion regarding implementation of operating

procedures to ensure authorized users follow use and conduct policies established by the Management Company consistent with the mutually acceptable operating and maintenance requirements. The Management Company will secure the CDD Facility during periods of non-operation, and may, in its sole discretion, monitor and surveil the CDD Facilities for compliance. The Management Company shall have the authority to restrict access, deny privileges, and/or apply other appropriate measures to address unauthorized users, authorized users attempting use during periods of non-operation, and authorized users that violate behavioral standards of the Management Company.

(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 the requested CDD Board of Supervisors meeting(s). 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.

(f) Exclusive Food and Beverage Provider. Except for CDD Sponsored Events, as defined pursuant to Section 6 hereunder, the Management Company shall be the exclusive food and beverage provider for the CDD Facilities. This provision shall include, but is not limited to, the provision of liquor or any other alcoholic beverage served in or upon any of the CDD Facilities.

8. 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.

9. 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.

10. 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.

11. 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.

12. Termination. Notwithstanding anything to the contrary contained herein, CDD or Management Company may terminate this Agreement, with or without cause, upon one-hundred eighty (180) days' with prior written notice to the other party. If the Management Company requests a Shortfall Payment, pursuant to Section 4 herein, the CDD may elect to terminate this Agreement within thirty (30) days of receipt of the request for Shortfall Payment. 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. If the District or any other governmental entity determines that continued operation of the CDD Facilities by the Management Company presents a risk to the health, welfare, or safety of users of the CDD Facilities or the public, or if continued operation of the CDD Facilities would violate Florida or federal law, the District shall be permitted to terminate this Agreement immediately, with or without issuing the notice or allowing for a cure period.

13. 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

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

Management Company: Kingwood Orlando Reunion Resort, LLC
1200 South Pine Island Road
Plantation, FL 33324
Attn.: Registered Agent

and a copy to: Kingwood Orlando Reunion Resort, LLC
400 Curie Drive
Alpharetta, GA 30005
Attn.: Kevin Baker, Manager

14. 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.

15. 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.

16. 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*.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. No Inconsistent Tax Position. The Management Company agrees that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the District with respect to the CDD Facilities. For example, the Management Company agrees not to claim any depreciation or amortization deduction, investment tax credit, or deduction for any payment as rent with respect to the managed property.

26. Safe Harbor Provisions. The Parties intend that this agreement comply with the safe-harbor provisions of Rev. Proc. 2017-13 and agree that the provisions hereof should be interpreted to allow for such compliance to the fullest extent possible given principles of legal construction.

27. 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.


28. 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
(HERITAGE CROSSING COMMUNITY CENTER AND HORSE STABLES)**


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.

ATTEST:


By: 
Print: George S. Flinn
Secretary/Asst. Secretary

"CDD"

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT
a Florida community development district

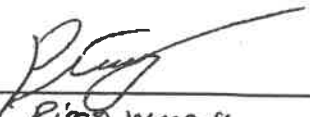
By: 
Print: Mark Greenstein
Chairman/~~Vice Chairman~~

WITNESSES:


Print: Richard Nasser
Print: RICHARD NASSER

"MANAGEMENT COMPANY"

KINGWOOD ORLANDO REUNION RESORT,
LLC,
a Florida limited liability company

By: 
Print: Piny Wang
Title: Manager

Composite Exhibit "A"
Description of CDD Facilities

[ATTACHED BELOW]



Katrina S. Scarborough, CFA, CCF, MCF Osceola County Property Appraiser

www.property-appraiser.org
Osceola County Government Center
2505 East Irla Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 35-25-27-4859-PRCL-02B0



Owner Information

Owner Name REUNION EAST CDD
Mailing Address 135 W CENTRAL BLVD STE 320
ORLANDO, FL 32801
Physical Address 1590 REUNION BLVD, KISSIMMEE FL 34747
Description TOURIST ATTRACTION/ENTERTAINMENT
FACILITIES(DINNER
Tax District 300 - OSCEOLA COUNTY

Tax Values

Current Values

Current Value represents working appraised values as of 10/07/2019, which are subject to change prior to certification

Land	\$1
AG Benefit	\$0
Extra Features	\$1
Buildings	\$1
Appraised(just)	\$3
Assessed(estimated)	\$3
Exemption(estimated)	\$3
Taxable(estimated)	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/02/2019

Land	\$1
AG Benefit	\$0
Extra Features	\$1
Buildings	\$1
Appraised(just)	\$3
Assessed*	\$3
Exemption	\$3
Taxable	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	3408-0054	\$100	2007-02-08	QC
1		\$0	2002-02-14	NC
2	1928-1279	\$0	2001-08-30	QC
3	1750-2249	\$14,753,800	2000-06-26	SW

Land Information - Total Acreage: 1.90

Land Description	Units	Depth	Land Type	Land Value
COM AC	1.90	0.00	AC	\$284,400

Extra Features

Extra Feature	Units	Year Built	Feature Value
COMMERCIAL-ASPHALT PAVEMENT WITH CURBING AVERAGE	10285	2005	\$8,357
COMMERCIAL-CONCRETE PAVEMENT AVERAGE	2531	2005	\$4,088
COMMERCIAL-TRASH ENCLOSURE-CONCRETE BLOCK GOOD	330	2005	\$2,059

Building Information**Building 1**

Description	BARN/SHED	Bedrooms	
Year Built	2005	Bathrooms	
Value	\$306,200	Fixtures	8
Actual Area	5712	Roof Cover	4 COMPOSITE SHINGLE
Heated Area	5052	Exterior Wall	(1.00) 6 SIDING ABOVE AVERAGE

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	2005	3514
OPEN PORCH FINISHED	OPF	2005	224
OPEN PORCH FINISHED	OPF	2005	224
OPEN PORCH FINISHED	OPF	2005	168
OPEN PORCH FINISHED	OPF	2005	22
OFFICE-AVERAGE	OFA	2005	770
OPEN PORCH FINISHED	OPF	2005	22
OFFICE-AVERAGE	OFA	2005	768

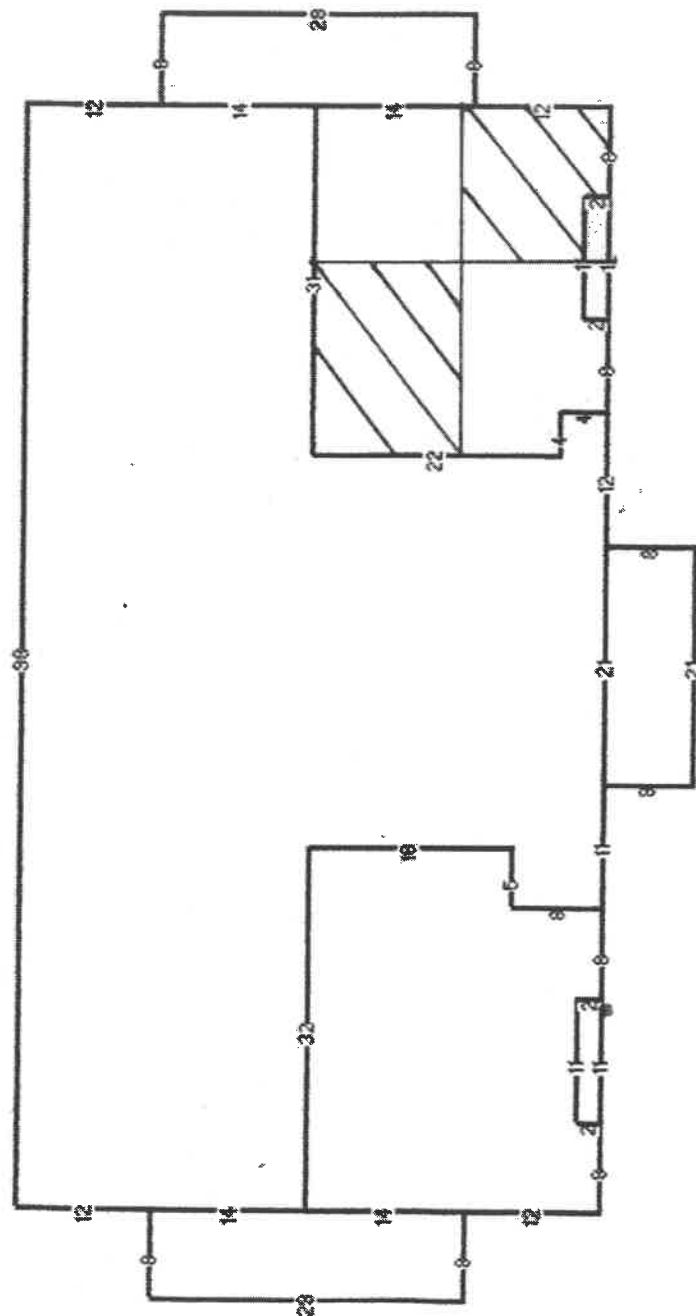
Legal Description

Legal Description	REUNION VILLAGE 1B PB 15 PGS 174-176 PARCEL 2B 34-25-27
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Building 1 Property Photo



35-25-27-4859-PRCL-02B0 12/13/2007



Legend



MSA Area



Area Excluded from MSA



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
 Osceola County Government Center
 2505 East Irla Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 35-25-27-4859-PRCL-0020



Owner Information

Owner Name REUNION EAST CDD
Mailing Address 135 W CENTRAL BLVD STE 320
 ORLANDO, FL 32801
Physical Address 7715 HERITAGE CROSSING WAY, KISSIMMEE FL 34747
Description RESIDENTIAL COMMON ELEMENTS/AREA IMP
Tax District 300 - OSCEOLA COUNTY

Tax Values

Current Values

Current Value represents working appraised values as of 10/07/2019, which are subject to change prior to certification

Land	\$1
AG Benefit	\$0
Extra Features	\$1
Buildings	\$1
Appraised(just)	\$3
Assessed(estimated)	\$3
Exemption(estimated)	\$3
Taxable(estimated)	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/02/2019

Land	\$1
AG Benefit	\$0
Extra Features	\$1
Buildings	\$1
Appraised(just)	\$3
Assessed*	\$3
Exemption	\$3
Taxable	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	2380-0658	\$100,000	2003-10-31	SW
1		\$0	2002-02-14	NC
2	1928-1279	\$0	2001-08-30	QC
3	1750-2249	\$14,753,800	2000-06-26	SW

Land Information - Total Acreage: 3.30

Land Description	Units	Depth	Land Type	Land Value
RURAL ACREAGE	3.30	0.00	AC	\$33,000

Extra Features

Extra Feature	Units	Year Built	Feature Value
TRASH ENCLOSURE-CONCRETE BLOCK AVERAGE	1150	2005	\$5,920
LIGHTS AVERAGE	10	2005	\$7,800
ASPHALT PAVING PER PARKING SPACE BELOW AVERAGE	88	2005	\$30,316
CONCRETE/CONCRETE BLOCK WALL GOOD	510	2005	\$2,448

Building Information**Building 1**

Description	RECREATION	Bedrooms	
Year Built	2005	Bathrooms	
Value	\$465,700	Fixtures	
Actual Area	10946	Roof Cover	4 COMPOSITE SHINGLE
Heated Area	9292	Exterior Wall	(0.10) 13 BRICK I (0.90) 10 CONCRETE BLOCK STUCCO

Building 1 subarea

Description	Code	Year Built	Total Sketched Area
BASE AREA	BAS	2005	9292
OPEN PORCH FINISHED	OPF	2005	350
OPEN PORCH FINISHED	OPF	2005	810
OPEN PORCH FINISHED	OPF	2005	350
OPEN PORCH FINISHED	OPF	2005	144

Legal Description

Legal Description	REUNION VILLAGE 1B PB 15 PGS 174-176 PARCEL 2 34-25-27
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Building 1 Sketch

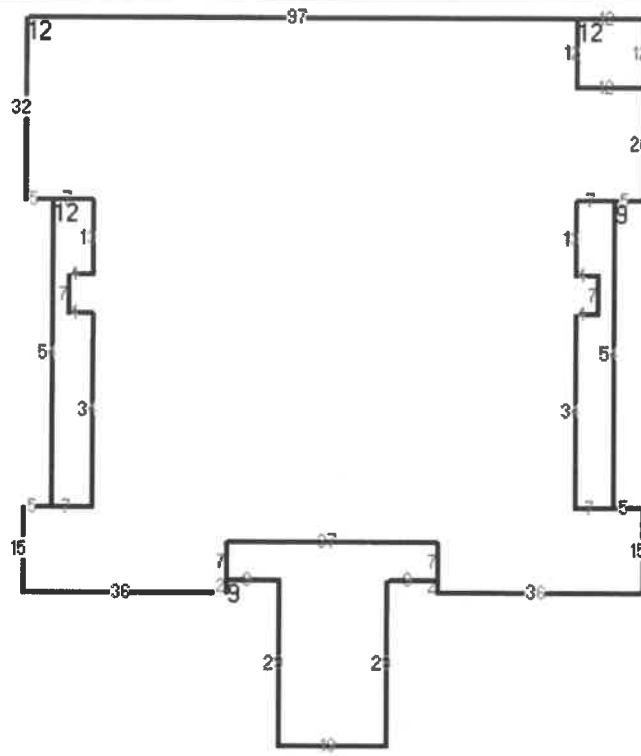


EXHIBIT "B"

First Year Budget

[ATTACHED BELOW]

EXHIBIT B

REUNION EAST

Community Development District

Heritage Crossing Community Center and Horse Stables Budget

Estimated First Year Operating Costs

	HCCC	Stables	Total
<u>Operating Cost (CAM):</u>			
Landscape Maintenance	\$ 12,450.53	\$ 9,240.00	\$ 21,690.53
Electric - Duke	\$ 22,549.95	\$ 1,459.98	\$ 24,009.93
Water - KUA	\$ 1,878.55	\$ 1,341.21	\$ 3,219.76
Gas - TECO Peoples Gas	\$ 298.50	\$ -	\$ 298.50
Telephone - Century	\$ 1,340.12	\$ 1,981.58	\$ 3,321.70
Telephone - Century Alarm Lines	\$ -	\$ 1,227.12	\$ 1,227.12
Contract Cleaning	\$ 9,100.00	\$ -	\$ 9,100.00
Maintenance (Inspections)	\$ 1,175.00	\$ 785.00	\$ 1,960.00
Pest Control	\$ -	\$ -	\$ -
Total	\$ 48,792.65	\$ 16,034.89	\$ 64,827.54

AMENDED AND RESTATED
SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)

THIS AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT (this “**Agreement**”) is entered into as of the 1st day of October, 2019, by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the “**District**”), and **THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.** a Florida not-for-profit corporation (the “**POA**”).

RECITALS

WHEREAS, the District and the POA previously entered into a Security Services Provider Agreement dated November 10, 2005 (the “**Prior Agreement**”), the term of which subsequently expired; and

WHEREAS, the District and the POA now desire to extent, amend and restate the terms of the Prior Agreement in their entirety as set forth herein.

WHEREAS, the District and the Reunion West Community Development District (“Reunion West CDD”) have agreed that Security Services shall be coordinated jointly through the District, and have entered into separate agreement providing such consent; and

WHEREAS, the following amenities and properties are owned and operated by the District and the Reunion West CDD: See attached Exhibit “A” for a complete list of facilities, together with certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of such facilities (collectively, the “**District Facilities**”).

WHEREAS, the POA acknowledges that the District, its residents and their guests expect a high level of service, quality and professionalism with regard to any security service provided within the District.

WHEREAS, the District 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. The District was created in October 2001 by Osceola County Ordinance #01-31.

WHEREAS, the District owns the real property on which the District Facilities are constructed.

WHEREAS, the District desires the benefit of the presence and expertise of professional security services to assist in the monitoring and security of District Facilities upon the terms and conditions set forth in this Agreement, and the POA is willing to provide such security services to the District directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on October 1, 2019 and ending on September 31, 2021. At the end of this initial, approximately 2 year term, the Agreement shall be extended for a period of five (5) years and an addendum to this Agreement signed reflecting the new term of the Agreement; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the District.

3. **Acceptance of Security Services Responsibility.** The District hereby retains the POA to render the services herein stated in accordance with the standards set forth herein, and the POA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement. The POA shall take no actions inconsistent with Florida law, rules and regulations, pertaining to the District and/or the Reunion West CDD, including, but not limited to, public access requirements.

4. **Specific Authority.** The District hereby grants to the POA the power and authority to provide, either directly or through a sub-operator(s), security services to, and surveillance and monitoring of, the District Facilities.

5. **Delegation.** The POA may retain a sub-operator(s), such as a professional security services provider or other qualified operator, including, without limitation, an affiliate of the POA, to perform some or all of its duties with respect to the District Facilities and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the POA and any sub-operator(s) (as applicable, the "**Sub-Operator**"). It shall be the responsibility of the POA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the POA under this Agreement. Should the POA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the POA hereunder, then any reference, where applicable, to the POA in this Agreement shall automatically refer to the Sub-Operator.

6. Expenses and Compensation. The District shall reimburse the POA for any and all expenses and costs the POA incurs during the term hereof in relation to providing such security services on behalf of the District as described herein, but only up to an amount equal to the sum the District has budgeted for security services in that particular year. Should the POA provide security services on behalf of the District for only a portion of any given year, then the fee paid by the District to the POA for such services shall be prorated accordingly on a monthly basis. Any past due amounts will bear interest at the rate of 4% per annum. Compensation fees for future years shall be incorporated automatically by the District's adoption of its annual budget, but the District hereby agrees that the amount allocated for security services in its future annual budgets shall not be less than \$140,000.00 so long as this Agreement is in force. In the event the District's budget does not allocate at least \$140,000.00 annually for security services, the POA shall have the right to terminate this Agreement at such point when the amount of compensation paid to the POA under this Agreement actually falls below the \$140,000.00 annual minimum requirement or its monthly pro-rated equivalent.

7. Services Provided by the POA. The POA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the District Facilities are provided with the following security services ("Services"):

(a) security personnel to man the main entry guardhouse within the District, 24 hours per day, seven days a week, and control access to the District Facilities in strict accordance with specified and approved District rules and regulations as adopted by the District, as may be amended by the District from time to time upon at least 30 days' prior written notice to the POA;

(b) security personnel to constitute roaming security patrols to monitor the District Facilities and all roads therein as determined by the District and, in the event a Sub-Operator is retained, as confirmed by the POA;

(c) monitoring of all construction sites within the District Facilities;

(d) responding to security emergencies within the District Facilities;

(e) traffic control when necessary;

(f) on-site vehicle assistance;

(g) maintaining severe weather and disaster response preparedness; and

(h) trained first responders for emergencies.

(i) Security personnel must be provided in a **minimum of three automobile, van, SUV and/or truck patrol vehicles** (having the appropriate Security Vehicle Identity type labels/decals/inscriptions), to monitor, on a 24 hour / 7 day week basis, the District Facilities and all roads therein as determined

by the District and, in the event a Sub-Operator is retained, as confirmed by the POA.

- (j) Security personnel must be dressed in appropriate / standard security type uniforms with visible badges.

8. Standards and Operation. The Services shall be provided in accordance with those of a high quality professional security services provider, and at a level consistent with or better than a similar operation in central Florida.

9. Employees; Independent POA Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the POA, including the Sub-Operator, are the sole responsibility of such entities retained by the POA. Any entity retained by the POA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the POA shall be an independent contractor and not an employee of the District, and any Sub-Operator(s) or entity retained by the POA to perform the Services shall only have contractual privity with the POA and shall not be an employee or an independent contractor of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and the POA. The POA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

10. Supervision of Security Officers. The POA shall have the sole right to direct and supervise all security officers and other personnel furnished by the POA to the District. The District shall not have the right to alter instructions or directions given to the security officers or other personnel furnished by the POA or assume any supervision of such security officers or personnel. Notwithstanding anything contained in this paragraph, any rules, regulations or policies of the District either currently in force or officially adopted from time to time by the District (which, if applicable, security officers or other personnel shall be required to follow in accordance with this Agreement) shall not be construed as instructions or directions from the District to any security officers or other personnel. If POA security officers and/or other personnel furnished by the POA to the District fail to comply with rules, regulations or policies of the District, that shall be treated as a material breach, including termination for material breach within ten (10) days if not cured pursuant to Section 13 hereunder.

11. Insurance.

(a) In the event the POA undertakes to directly provide the Services to the District, the POA shall obtain and keep in force at POA's expense all of the insurance policies listed below. 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 District. The POA shall furnish certificates of insurance to the District prior to the commencement of the Services, naming the District as an additional insured, and the POA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the POA has obtained insurance of

the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the District. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The POA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The POA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The POA agrees to acquire and maintain such other insurance as may be reasonably required by the District during the term of this Agreement.

In the event the POA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the POA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 10; however, the POA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The District shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the POA or a Sub-Operator. Acceptance by the District of any evidence of insurance submitted by the POA does not relieve or decrease in any manner the liability of the POA for performance of the Services in accordance with the terms and conditions hereof.

(c) The District hereby agrees to maintain an insurance policy insuring against comprehensive general liability with coverage limits as permitted by Florida law throughout the term of this Agreement.

12. Licenses, Transfers. The POA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the POA, if possible. In the event the POA is in default under this Agreement and/or this Agreement is terminated by the District, the POA agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation), at the District's expense, all permits and licenses which may be held by the POA as are necessary to provide the Services, to the District or, at the District's sole option, to the District's nominee.

13. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be

terminated by the District upon a material breach of this Agreement by the POA, which breach is not cured within ten (10) days after receipt of written notice thereof from the District.

14. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

District: Governmental Management Services, L.L.C.
RE: Reunion East Community Development District
135 W. Central Blvd, Suite 320
Orlando, FL 32801
Attention: District Manager

and a copy to: Latham, Luna, Eden & Beaudine.
111 N. Magnolia Ave, Suite 1400
Orlando, Florida 32801
Attention: District Counsel

POA: The Reunion Resort & Club of Orlando Master
Association, Inc.
1631 E Vine Street, Suite 300
Kissimmee, Florida 34744

and a copy to: Artemis Lifestyle Services, Inc.
1631 E Vine Street, Suite 300
Kissimmee, Florida 34744

15. Waivers.

(a) Risk of Loss. It is understood and agreed between the parties that the POA is not an insurer and that the rates being paid for Services are for security officer services designed to deter certain risks of loss, which rates are not related to the value of the real or personal property monitored in respect of the provision of the Services. All amounts being charged by the POA are insufficient to guarantee that no loss will occur, and the POA makes no guarantee, implied or otherwise, that no loss will occur or that the Services supplied will avert or prevent occurrences or losses that the Services are designed to help deter or avert. The District shall assume all risk of loss or physical damage to the District Facilities and any other property occurring as a result of nature, fire or other casualty and the District waives any right of recovery and its insurer rights of subrogation against the POA or any other person or entity for any loss or damage resulting from any such risks.

(b) Client Vehicle(s). If the District requires the POA's personnel to drive any vehicle(s) during the course of their duties other than the security officer's own personal vehicle or a vehicle furnished by the POA, the District agrees that its insurance is primary; and the District further agrees to carry comprehensive fire and theft, collision and liability insurance on the District's vehicle(s) in such amounts and with such deductibles and other terms as the POA may require. The District agrees to waive all rights of recovery from the POA and, subject to the limitations contained in this paragraph, to indemnify, hold harmless and defend the POA and each other Indemnified Party from any and all such losses, claims, suits, damages, thefts and expenses that may arise out of the authorized or permitted use of the District's vehicle(s). However, in the event the District shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total amount of any insurance proceeds available to the District at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

(c) Security Officer Theft. It is expressly understood and agreed that under no circumstances will the POA be responsible for the theft or other loss of the District's property not directly attributable to thefts by security officers employed by the POA or any Sub-Operator. In the event of allegations of security officer thefts, the District waives its right of recovery unless (i) the POA is notified in writing of such allegations within forty-eight (48) hours of the discovery of any suspected security officer theft; (ii) the District fully cooperates with the POA in the investigating of the facts; (iii) the District presses formal charges; and (iv) a conviction is obtained.

16. Indemnification. Except for matters specified in Section 15, the POA agrees to indemnify, save harmless and defend the District, their 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 District, 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) the POA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the POA, its agents, employees or subcontractors, in the performance of this Agreement.

17. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the POA and any Sub-Operator(s) the POA may retain to provide the Services.

(a) At all times, the POA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the District, including, but not limited to, the Rules of the Reunion East District, Chapter 8, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

(b) The POA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District Facilities are located, at the POA's sole cost and expense, and the POA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the POA, unless specifically instructed by the District or the District Manager that it intends to contest such orders or requirements and that the POA shall not comply with the same. The POA shall provide immediate notice to the District Manager, which shall in turn notify the District within two (2) business days, of any such orders or requirements upon receipt of same.

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

(d) The POA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the District Facilities except in quantities reasonably necessary to carry out its duties under this Agreement. The POA shall hold the District harmless from any fines, penalties, costs and damages resulting from the POA's failure to do so. The POA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the POA shall be responsible for the payment of any associated fines or penalties.

(e) The POA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such state or federal legislation related to its performance of the Services; provided, however, that the District shall be solely responsible for such compliance in respect of the improvements constituting the District Facilities.

18. Ownership of Books and Records & Public Records.

(a) POA understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, POA agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. POA acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently GMS – Central Florida (the "Public Records Custodian"). POA shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the POA does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF POA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE POA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT GFLINT@GMSCFL.COM OR BY REGULAR MAIL AT 135 W. CENTRAL BLVD, SUITE 320, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

19. Maintenance of District Facilities. Notwithstanding the fact that the POA or a Sub-Operator may occupy a District Facility in order to provide the Services under this Agreement, the District shall be responsible for the maintenance of all District owned property and assets including, but not limited to, any and all guard houses and security gates. However, the POA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items which are necessary for the POA or Sub-Operator to provide the Services contemplated hereunder. In addition, the POA or the Sub-Operator shall maintain a current inventory of all items or assets owned by the POA or the Sub-Operator which are installed, placed or stored on District property or in a District Facility, but these items and assets shall at all times remain the property of the POA or the Sub-Operator, as the case may be.

20. Planning and Financial Reporting. The POA shall develop and maintain a business plan and procedures manual for the operation of the security services within the District. A representative of the POA will provide, on an annual basis, financial reports to the District or the District's designated representative by the thirtieth (30th) day of the month following the end of each fiscal year of the POA. At the request and expense of the District, an audit may be requested by the District at any time. The POA shall cooperate fully with the auditor selected by the District.

21. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability 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. Third Party Beneficiaries. The Services provided under this Agreement are solely for the benefit of the District 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 District.

23. Attorneys' Fees. In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same are enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.

24. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

25. No Waiver. 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.

25. Consent of Reunion West CDD. The District hereby represents that it has obtained the consent of Reunion West CDD to coordinate security services on behalf of Reunion West CDD. The District and Reunion West CDD have memorialized such agreement by separate instrument, as may be amended and renewed from time to time.

27. 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) Except as set forth herein, the POA may not assign this Agreement or any of the rights and duties expressed herein except with the District Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

(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 POA and the District 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. 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 of the Essence. Time, and timely performance, is of the essence of this Agreement and of the covenants and provisions hereunder.

(i) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT

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.

WITNESSES:

Print: George S. Flish
Print: Alan Schaefer

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Print: MARK GREENSTEIN
Title: CHAIR

WITNESSES:

Print: CRAIG WILLIAMS
Print: Joanna Espino

THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. a Florida not-for-profit corporation

By: [Signature]
Print: Anthony Cyril
Title: GM Reunion

EXHIBIT “A”

LIST OF DISTRICT FACILITIES/PROPERTY

[Description of all District facilities and property to be provided.]

Reunion East Community Development District Property Schedule

- Gatehouse – 7755 Reunion Blvd., Kissimmee, FL 34747
- Clubhouse – 1364 Seven Eagles Court, Kissimmee, FL 34747
- Pool Mechanical Building – 1364 Seven Eagles Court, Kissimmee, FL 34747
- Pool (1) – 1364 Seven Eagles Court, Kissimmee, FL 34747
- Decorative Fountains (2) Linear Park – 1364 Seven Eagles Court, Kissimmee, FL 34747
- Pool – 7500 Morning Dove Circle, Kissimmee, FL 34747
- Horse Stables – 1590 Reunion Blvd., Kissimmee, FL 34747
- Community Building – 7715 Heritage Crossing Way, Kissimmee, FL 34747
- Homestead Pool, Equipment & Fencing – 7475 Gathering Drive, Kissimmee, FL 34747
- Homestead Restroom - 7475 Gathering Drive, Kissimmee, FL 34747
- Carriage Point Pool, Equipment & Fencing – 7585 Assembly Court, Kissimmee, FL 34747
- Carriage Point Restroom – 7585 Assembly Court, Kissimmee, FL 34747
- Heritage Crossing Pool A (1) – 7695 Heritage Crossing Way, Kissimmee, FL 34747
- Heritage Crossing Pool A (2) – 7696 Heritage Crossing Way, Kissimmee, FL 34747
- Restrooms (Heritage Crossing Pool A) & Arbor – 7695 Heritage Crossing Way, Kissimmee, FL 34747
- Heritage Crossing Pool B (1) – 7621 Heritage Crossing Way, Kissimmee, FL 34747
- Restrooms (Heritage Crossing Pool B) – 7621 Heritage Crossing Way
- Vending Machine Building – 7695 Heritage Crossing Way, Kissimmee, FL 34747
- Vending Machine Building – 7621 Heritage Crossing Way, Kissimmee, FL 34747
- Vending Machine Building – 7475 Heritage Crossing Way, Kissimmee, FL 34747
- Pavilion – 7500 Morning Dove Circle, Kissimmee, FL 34747
- Gazebo – 7500 Morning Dove Circle, Kissimmee, FL 34747
- Restroom Buildings (2) – 7500 Morning Dove Circle, Kissimmee, FL 34747
- Gatehouse – 1350 S. Old Lake Wilson Rd, Kissimmee, FL 34747
- Ornamental Gates and Equipment – Excitement Drive & Old Lake Wilson Road, Kissimmee, FL 34747
- Ornamental Gate and Equipment – Assembly Lane & Old Lake Wilson Rd, Kissimmee, FL 34747
- Pond Fountain & Control Panel (Patriots Landing) – 1521 Fairview Circle, Kissimmee, FL 34771
- Bocce Courts (2) – 1364 Seven Eagles Court, Kissimmee, FL 34771

**THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:**

Andrew d'Adesky
Latham, Luna, Eden & Beaudine, LLP
111 N. Magnolia Ave, Suite 1400
Orlando, FL 32801

This space reserved for Recorders use only

GRANT OF RECREATIONAL EASEMENT

THIS GRANT OF RECREATIONAL EASEMENT (the "Easement") is conveyed this 26th day of November, 2019, by **KINGWOOD ORLANDO REUNION RESORT, LLC**, a Florida limited liability company (the "Grantor"), whose mailing address is 400 Curie Drive, Alpharetta, GA 30005, to **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized pursuant to Chapter 190, *Florida Statutes* (together "Grantee" or "District", and together with Grantor the "Parties"), whose address is c/o GMS – Central Florida, 219 E. Livingston Street, Orlando, Florida, 32801.

WHEREAS, Grantor is the owner of that certain real property located in Osceola County, Florida within the Reunion development, generally located on Euston Drive, Kissimmee, Florida, 34747, as more specifically described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, Grantor desires to grant, and Grantee desires to obtain, an easement (the "Easement") which shall, at all times and in all events, run with the land, in order to construction, operate, repair, maintain and manage certain recreational services on the Property, including, but not limited to, a dog park, playground, trails, benches and other appurtenant improvements.

WHEREAS, the Parties also agree that this Easement is intended to benefit the residents, guests of residents and non-resident users of the District, and create access as is needed for such persons to enter upon and over the Property to utilize and enjoy the Facilities (as defined hereunder).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby and in consideration of Ten Dollars (\$10.00) paid by Grantee to Grantor the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Grantor does hereby grant and convey to Grantee, its successors and assigns, the full and uninterrupted right, right of way, privilege, easement and authority to enter upon the Property from time to time, at such times as the Grantee shall deem necessary for the construction, installation, maintenance, management and operation of recreational facilities and improvements, such facilities to include, without limitation dog park, playground, trails, benches and other appurtenant recreational improvements on, about and within the Property, together with such rights

Grant of Recreational Easement _____
Reunion East Community Development District
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to place, replace, remove, upgrade, repair, improve and maintain the recreational facilities and improvements and other such facilities Grantee deems desirable for providing recreational services and access in, over, across and under the Property (the "Facilities"). The rights granted, herein, to Grantee specifically, and without limitation, include: (a) the right of Grantee to patrol, inspect, alter, improve, repair, build, rebuild, the Facilities, including, but not limited to, modification of the location of the dog park, playground, trails, benches and other appurtenant recreational improvements; (b) the right for Grantee to change the quantity and type of the Facilities; (c) the right for Grantee to clear the Easement area of trees, limbs, landscaping, undergrowth and other physical objects which, in the opinion of the Grantee, endanger or interfere with the safe and efficient installation, operation and/or maintenance of the Facilities; (d) the reasonable right for the Grantee to enter upon the land of the Grantor adjacent to said Easement area for the purpose of exercising the rights herein granted; (e) the right of residents, guests, non-resident users and all those entitled to access District-owned facilities to enter the Property to fully access, utilize, move upon, and otherwise enjoy the Facilities and (e) all other rights and privileges reasonable, necessary or convenient for Grantee's safe and efficient installation, maintenance, operation and use of said Easement for the purposes described herein.

3. Grantor hereby covenants and agrees that no buildings, facilities, wiring, structures or obstacles (except landscaping) shall be located, constructed, excavated or created within the Easement area physically occupied by the Facilities (the "Facilities Area"). If Grantor's future orderly development of the Property physically conflicts with the location of the Facilities or encroaches upon the Facilities Area, Grantee shall, within ninety (90) days after receipt of written request from Grantor, relocate the Facilities to another mutually agreed upon area on the Property, *provided, however*, that prior to the relocation of the Facilities (a) Grantor shall pay to Grantee the full expected cost of the relocation as estimated by Grantee, and (b) Grantor shall execute and deliver to Grantee, at no cost, an acceptable and recordable easement to cover the relocated Facilities.

4. Grantor shall not interfere with the Facilities or knowingly permit any third party to interfere with the Facilities. Grantor hereby agrees to indemnify, defend and hold harmless Grantee, its agents, successors and assigns, from and against any and all claims, suits, demands, damages, losses, costs, or expenses, including without limitation, reasonable attorney's fees, of any nature arising out of or resulting from, directly or indirectly, any interference with the Facilities by Grantor or Grantor's agents, contractors, or employees.

5. Grantor hereby warrants and covenants that: (a) Grantor is the legal owner of the Property in fee simple; (b) Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever; and (c) Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement free from interruption.

6. This Easement is also intended for the benefit of the residents, guests and non-resident users of the District. Grantor acknowledges and accepts that the use of the Facilities by residents, guests and non-resident users of the District and shall take no actions, except as authorized in writing by the District, to impede, obstruct or otherwise prevent such residents, guests and non-resident users from traveling over, on, upon and through the Property to utilize and enjoy the Facilities.

7. A failure or delay of Grantee to enforce any provisions of this Easement, or any right or remedy available under this Easement or at law or in equity, or to require performance of any of the provisions of this Easement, or to exercise any option which is provided under this Easement, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

8. Any notices to be given hereunder shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is delivered (i) personally or, (ii) by overnight courier prepaid by the sender or, (iii) mailed by registered or certified mail, return receipt requested, postage prepaid to the parties at the addresses shown below or at such other address as the respective parties may from time to time designate by like notice. Each such notice shall be effective upon being so delivered. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice or statement sent and the date of the rejection, refusal or inability to deliver shall be deemed to be the date notice was given. Such addresses shall be as follows:

To GRANTOR:

Kingwood Orlando Reunion Resort, LLC
1200 South Pine Island Road
Plantation, FL 33324
Attention: Registered Agent

With a copy to:

Kingwood Orlando Reunion Resort, LLC
400 Curie Drive
Alpharetta, GA 30005
Attention: Manager

To GRANTEE:

Governmental Management Services – Central Florida,
219 E. Livingston Street,
Orlando, Florida 32801
Attention: District Manager

With a Copy to:

Latham Luna Eden & Beaudine, LLP
111 North Magnolia Avenue, Suite 1400
Orlando, FL 32801
Attention: District Counsel

9. Other than as specifically noted herein, nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Property to the general public, it being the intention of the parties hereto and their successors, heirs and assigns that nothing in this Easement, expressed or implied, shall confer upon any person, other than the parties and their successors, heirs and assigns, any rights or remedies under or by reason of this Easement.

10. This Easement shall be binding upon and inure to the benefit of the parties hereto

-----Grant of Recreational Easement-----

Reunion East Community Development District

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and their respective heirs, executors, administrators, successors and assigns.

11. Any mortgage or deed of trust affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Easement, except to the extent expressly provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Easement.

12. The Easement shall be recorded in the Official Records of Osceola County, Florida.

13. The covenants, terms, provisions and conditions contained herein shall inure and extend to, and be obligatory upon, the successors, lessees and assigns of the respective Parties to the Agreement. The covenants, terms, provisions, conditions, rights and obligations of this Easement shall be covenants running with the land, and the parties hereto agree for themselves and their successors, heirs, lessees and assigns that in any deed of conveyance of all or any portion of the Property to any person, partnership, corporation, or other entity, the said covenants, terms, provisions, conditions, rights and obligations of this Easement shall be incorporated into any such deed of conveyance by reference to this Easement and the recording hereof as fully as if the same were contained therein.

14. This Easement shall be interpreted and enforced in accordance with the laws of Florida. The Parties hereby consent to venue and jurisdiction in Osceola County, Florida.

15. This Easement constitutes the entire agreement between the parties and may not be modified or amended unless in writing signed by the parties hereto.

16. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstance, be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstance, shall not be affected thereby. It shall not be deemed that any such invalid provision affects the consideration for this Easement and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law.

18. This Easement may be executed simultaneously in multiple counterparts, each of which, taken together, shall be deemed an original.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, intending to be legally bound.

WITNESS/ATTEST:

[Signature]
Signature of Witness

Daniela Falzarano
Print Witness Name

[Signature]
Signature of Witness

Doris I Delgado
Print Witness Name

"GRANTOR":

**KINGWOOD ORLANDO REUNION
RESORT, LLC**

By: [Signature]

Name: Frank Zaldar

Title: General Manager

Date: 11, 28th, 19

STATE OF Florida)
) ss
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 20th day of Nov., 2019 by

Chelsea Hurling the Human Resources Office Assistant
(Name) (Title)
of Reunion Resort on behalf of said entity. S/he is
(Entity)

(personally known to me) or (has presented
as identification and did/did not take an oath.) (type of identification)

Witness my hand and official seal.

[Signature]
Notary Signature



WITNESS/ATTEST:

[Signature]
Signature of Witness

George S. Flint
Print Witness Name

[Signature]
Signature of Witness

Stacie M Vanderbilt
Print Witness Name

"GRANTEE":

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: [Signature]
Chairman / ~~Vice Chairman~~

Date: 11-22-19

STATE OF Florida)
COUNTY OF Osceola) ss

The foregoing instrument was acknowledged before me this 22 day of November, 2019
by

Mark Grovester the Chairman

of Reunion East Community Development District on behalf of said entity. He/she is

(personally known to me) or (has presented
identification.)

(type of identification)

Witness my hand and official seal.

[Signature]
Notary Signature

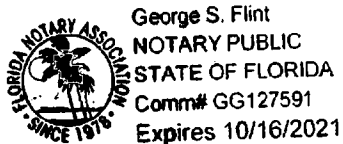
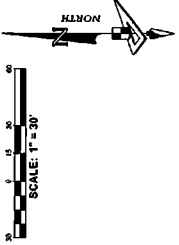


EXHIBIT A TO GRANT OF RECREATIONAL EASEMENT
LEGAL DESCRIPTION AND SKETCH OF PROPERTY

DESCRIPTION: A portion of TRACT P-4, REUNION PHASE 2, PARCEL 1 AND 1A, according to the plat thereof as recorded in Plat Book 13, Page 115 of the Public Records of Osceola County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of Lot 263 of the said REUNION PHASE 2, PARCEL 1 AND 1A; thence along the South boundary of said Lot 263 and the Easterly extension thereof, S.71°56'24"E., a distance of 168.73 feet; thence N.22°19'08"E., a distance of 133.18 feet; thence N.61°01'54"E., a distance of 81.54 feet; thence S.76°47'28"E., a distance of 49.34 feet; thence Northeasterly, 37.25 feet along the arc of a tangent curve to the left having a radius of 20.00 feet and a central angle of 106°42'19" (chord bearing N.49°51'23"E., 32.09 feet); thence Northerly, 120.07 feet along the arc of a reverse curve to the right having a radius of 225.30 feet and a central angle of 30°32'10" (chord bearing N.11°46'18"E., 118.66 feet); thence Northerly, 31.10 feet along the arc of a reverse curve to the left having a radius of 45.00 feet and a central angle of 39°35'43" (chord bearing N.07°14'32"E., 30.48 feet); thence N.12°33'19"W., a distance of 45.66 feet to a point on Euston Drive; thence along Euston Drive, N.77°26'41"E., a distance of 5.00 feet to the Northwest corner of Lot 241 of said REUNION PHASE 2, PARCEL 1 AND 1A; thence along the rear lot lines of the Lots 241, 252, 243, 244, and 245 the following three (3) courses: 1) S.12°33'19"E., a distance of 45.66 feet; 2) Southerly, 34.55 feet along the arc of a tangent curve to the right having a radius of 50.00 feet and a central angle of 39°35'43" (chord bearing S.07°14'32"W., 33.87 feet); 3) Southerly, 117.41 feet along the arc of a reverse curve to the left having a radius of 220.30 feet and a central angle of 30°32'10" (chord bearing S.11°46'18"W., 116.03 feet); thence Southwesterly, 26.27 feet along the arc of a reverse curve to the right having a radius of 25.00 feet and a central angle of 60°12'13" (chord bearing S.26°36'19"W., 25.08 feet); thence S.07°16'30"E., a distance of 72.93 feet; thence S.14°28'37"W., a distance of 116.41 feet; thence N.87°49'34"W., a distance of 123.34 feet; thence N.61°40'04"W., a distance of 55.43 feet; thence N.71°56'24"W., a distance of 166.52 feet to a point on the aforesaid Euston Drive; thence along Euston Drive, Northerly, 5.00 feet along the arc of a non-tangent curve to the right having a radius of 842.00 feet and a central angle of 00°20'25" (chord bearing N.17°53'21"E., 5.00 feet) to the **POINT OF BEGINNING**. Containing 0.709 acres, more or less.

[SKETCH CONTAINED BELOW]

[illegible][illegible][illegible]

**THIRD AMENDMENT TO AGREEMENT REGARDING THE PROVISION OF POOL
STRUCTURES AND AREAS CLEANING SERVICES**

(Reunion East CDD)

THIS THIRD AMENDMENT TO AGREEMENT REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS CLEANING SERVICES (the “**Third Amendment**”) is entered into as of this **1st** day of December, 2020, between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government (“**District**”) and the **REUNION CLUB OF ORLANDO, LLC**, a Georgia limited liability company (“**Contractor**”).

RECITALS:

A. The parties entered into that certain Agreement Regarding the Provision of Pool Structure and Cleaning Services dated July 1, 2007, pertaining to cleaning and maintenance of certain District owned facilities; as amended by the First Amendment to Agreement Regarding the Provision of Pool Structure and Cleaning Services dated September 11, 2008; and as further amended by the Second Amendment to Agreement Regarding the Provision of Pool Structure and Cleaning Services dated August 13, 2009 (collectively the “**Agreement**”).

B. The parties desire to add the area known as the Seven Eagles Recreational Center and Pool and amend the scope of cleaning and maintenance under the Agreement for areas within the Seven Eagles Recreational Center, along with an appropriate adjustment in cost.

THIRD AMENDMENT

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and conditions contained herein, the parties hereby covenant and agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

2. **DEFINITIONS.** All capitalized terms used in this Third Amendment shall have the same meanings indicated for all purposes as set forth in the Agreement unless a contrary meaning is set forth herein.

3. **AMENDMENT TO AGREEMENT.**

(a) **Scope of Work.** Exhibit A as referenced in Section 2 of the Agreement is hereby amended to add the Seven Eagles Recreational Center to the area to be serviced under the Agreement, which shall be maintained in accordance with the scope and specifications set forth in the Scope of Services attached hereto as Exhibit “1”.

(b) Compensation. Exhibit B of the Agreement is hereby amended to increase the compensation to be paid to Contractor in equal monthly payments of \$4,125.33 (\$49,504.00 annually at the cost of \$17 per hour), for services related to the Seven Eagles Amenity Center.

4. **COUNTERPARTS.** This Third Amendment may be executed in counterparts.

5. **CONFLICT; RATIFICATION.** In the event of any conflict between the provisions of the Agreement and the provisions of this Third Amendment, the provisions of this Third Amendment shall control. District and Contractor hereby ratify and reaffirm the terms of the Agreement and agree that nothing contained herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in the Agreement except as herein expressly modified, and the Agreement shall continue in full force and effect.

6. **REMAINING PROVISIONS UNAFFECTED.** Except as expressly modified and amended by this Third Amendment, the covenants, terms and conditions of the Agreement shall remain unaffected and shall remain in full force and effect.


7. **SEVERABILITY.** If any provision of this Third Amendment or the Agreement, as amended hereby, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof or thereof shall in no way be affected or impaired, nor shall such holding of invalidity, illegality or unenforceability affect the validity, legality or enforceability of such provision under other dissimilar facts or circumstances.

8. **GOVERNING LAW.** Notwithstanding that, for the convenience of the parties, the parties may be executing this Third Amendment outside the State of Florida, the Provision of Pool Structures and Areas Cleaning Services Agreement and all amendments thereto shall be governed by the laws of the State of Florida, both substantive and remedial.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day and year first above written.

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of special-
purpose government,


By: 
Print MARK GREENSTEIN
Title: CHAIR

THE REUNION CLUB OF ORLANDO, LLC, a
Delaware limited liability company

By: _____
Print _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the day and year first above written.

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of special-
purpose government,

By: 
Print MARK GREENSTEIN
Title: CHAIR

THE REUNION CLUB OF ORLANDO, LLC, a
Delaware limited liability company

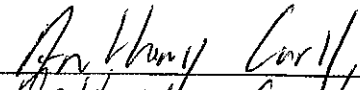
By: 
Print Anthony Cori
Title: LM

EXHIBIT 1

Scope of Cleaning Services
(Reunion East CDD – Seven Eagles)

[ATTACHED]

Reunion East Community Development District
Seven Eagles
Scope of Cleaning Services

Contractor shall provide cleaning and pool attendant service to the Seven Eagles recreational center eight hours daily seven days a week.

All equipment, cleaning supplies, chemicals, and paper supplies including plastic garbage liners that are needed to complete the above services will be provided by the Contractor and billed to the District at cost.

Services shall include daily inspections of Seven Eagles recreational center noted above including all covered or uncovered entry areas and other common areas within and adjacent to the center. Any unsafe conditions or property damage found to exist anywhere on the premises should be reported immediately to the District Manager or his/her designee. Any equipment found to be not working properly or missing should be reported immediately to the District Manager or his/her designee.

Recreational Facilities:

Continuously pick up trash from Seven Eagles recreational facilities.

Cobwebbing interior and exterior spaces shall be done daily.

All indoor windowsills, baseboards, mirrors, and interior windows shall be cleaned on a regular basis but not less than once a week.

All fitness equipment will be cleaned and sanitized daily.

Fitness equipment will continuously be placed in the proper location and/ or returned to the proper settings.

Fingerprints cleaned from walls and switch plates daily.

Doors and door frames will be dusted and cleaned daily.

Faucets, water fountains, or other fixtures or basins (sinks) within the rooms will be cleaned and polished daily.

All floors within the structure and entry and immediate surrounding area will be swept and/or vacuumed and cleaned appropriately to remove all dirt and debris from flooring and wet mopped daily.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee.

Light Covers should be removed on a weekly basis and debris removed and inside of cover cleaned.

All garbage cans or other waste containers within the structure and on the pool deck will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

Covered Entries:

Covered Entry between pool structures and recreational facilities shall be cleaned on a regular basis to remove dirt, dust, cobwebs and any other debris from the surface areas in an

appropriate manner. At least once daily, this area should be completely hosed to remove the debris.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement required will be reported to District Manager or his/her designee.

Restrooms:

Toilets, sinks, and any other fixture in these rooms shall be scrubbed and cleaned daily.

Mirrors and faucets will be cleaned and polished daily.

All counters and cabinets will be cleaned and polished daily.

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis but not less than once a week.

Fingerprints washed from walls and switch plates and doors daily.

Doors and door frames will be dusted and cleaned daily.

All garbage cans or other waste containers will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises.

All floors will be swept or vacuumed to remove all dirt and debris and wet mopped.

Paper hand towel and Soap dispensers will be filled. Toilet Paper dispenser will be filled and I extra toilet tissue will be placed in the facility.

Any additional paper goods required will be filled appropriately.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

Pool Deck and Furniture:

Pool deck will be sweep, vacuum, or hosed to remove all dirt and debris each morning. Any obvious deck stains will be addressed appropriate to be removed.

All pool furniture including chairs, tables, and umbrellas will be cleaned and hosed to remove all dirt and debris including deep clean to remove mold and mildew, if needed. The furniture will be checked for any damages and all tables and chairs will be arranged at least twice daily. Any damages will be reported to District Manager or his/her designee.

All garbage cans or other waste containers on the pool deck will be cleaned and emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

6/20/07

**AGREEMENT BETWEEN THE REUNION CLUB OF ORLANDO, LLC,
AND THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS
CLEANING SERVICES**

This Agreement is made and entered into this 1st day of July, 2007, by and between:

The Reunion East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and having offices at 201 East Pine Street, Suite 950, Orlando, FL 32801 ("the District"), and

The Reunion Club of Orlando, LLC, a Georgia limited liability company, whose mailing address is 8011 B Osceola Polk Line Road, Davenport, FL 33896 (hereinafter "Contractor").

RECITALS

WHEREAS, the District was established by an ordinance of Osceola County for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, and reuse facilities, roadways, landscaping, parks, indoor and outdoor recreational, cultural, and educational facilities and uses; and

WHEREAS, the District has a need to retain an independent contractor to provide cleaning services for certain facilities within the District; and

WHEREAS, Contractor submitted proposal, attached hereto as Exhibit "A" and incorporated herein by reference, and represents that it is qualified to serve as a cleaning contractor and provide such services to the District; and

WHEREAS, the District desires and finds it in the best interest of the District to engage the services of the Contractor.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" hereto. Contractor shall be solely responsible for the means, manner

and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his/her designee. Additionally duties may be specified by the District Manager or his/her designee.

Section 3. COMPENSATION. District agrees to compensate the Contractor in accordance with Exhibit "B". Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.

Section 4. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 5. TERM. This agreement shall commence July 1, 2007 and shall continue for an initial period of one year unless terminated in accordance with Section 11 below. This agreement may be extended for one additional twelve (12) month period upon agreement of the parties' hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

Section 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractor's operation;
 - (ii) The District shall be named as additional insured
- (3) Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or disease.
- (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

Section 7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

Section 8. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

Section 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

Section 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 11. CANCELLATION. The District shall have the right to cancel this Agreement any time without cause upon seven (7) days written notice to the Contractor. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.

Section 12. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 13. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to Contractor: The Reunion Club of Orlando, LLC
8011 B Osceola Polk Line Road
Davenport, FL 33896
Attn: General Manager
- B. If to District: Reunion East Community Development District
201 E. Pine Street, Suite 950
Orlando, FL 32801
Attn: District Manager

With a copy to: Jan Albanese Carpenter Esq., District Counsel
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this Agreement.

Section 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

Section 15. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Section 16. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.


Section 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.


Section 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

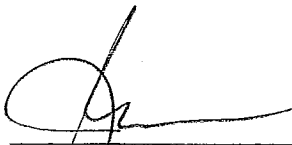
ATTEST:


Secretary

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT


Chairman, Board of Supervisors
Print Name: Ralph E. Zeisler

ATTEST:


Printed Name: Judy R. Emews

THE REUNION CLUB OF ORLANDO,
LLC

Charlie Hardiman
Title: General Mgr
Printed Name: Charlie Hardiman

6/20/07

EXHIBIT A

Reunion East Community Development District

Community Pools Structures and Areas at Reunion Resort

Service Areas:

The following pool structures and pool deck areas will be included in this scope.

Homestead Pool

Heritage A - Pool

Heritage B - Pool

Carriage Pointe - Pool

Terraces Recreation Structures including fountain structure areas and Pool Deck Areas (see below for additional scope) (to begin upon acceptance of facilities from Developer) (This will be after July 1, 2007.)

Additional community pools can be added at a later date as they become operational, if applicable.

Billing Procedures:

The Reunion East Community Development District will be invoiced monthly for the services performed on the above pool structures and areas. The billing will need to be to the following entity and billing address. This should not be commingled with any other accounts for billing purposes. See Fee Schedule (Exhibit B) for monthly billing amount by Service Areas.

Billing Information:

Reunion East Community Development District
c/o Governmental Management Services-Central Florida
201 E. Pine Street
Suite 950
Orlando, FL 32801

Scope of Cleaning Services

Contractor shall provide once a day cleaning service to the pool house structure and adjacent pool deck as designated below: The time frame for the work should be Morning between the hours of (8:00am to 11:00 am) seven days a week.

All equipment, cleaning supplies, chemicals, and paper supplies including plastic garbage liners that are needed to complete the above services will be provided by the Contractor. All pricing for services should be for one year and any increase after the one year period will need to be provided 60 days prior to implementation for review and subject to appropriation of funds by the District's Board of Supervisors.

Pool House Structure:

Services shall include daily inspections of each pool house structure noted above including all covered or uncovered entry areas and other common areas within and adjacent to the structure. Any unsafe or hazardous conditions found to exist anywhere on the premises should be reported immediately to the District Manager or his/her designee.

All Rooms:

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis. Fingerprints washed from walls and switch plates. Doors and door frames will be dusted and cleaned on a regular basis. (Cleaning with water hose is strictly prohibited as this will cause damage to the walls.) Any repairs for such damages will be the responsibility and expense of the Contractor.

Any faucets, water fountains, or other fixtures or basins (sinks) within the rooms will be cleaned and polished on a regular basis.

All floors within the structure and entry and immediate surrounding area will be swept and/or vacuumed and cleaned appropriately to remove all dirt and debris from flooring and wet mopped (post "wet floor" signage). This should be done on a daily basis.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

All garbage cans or other waste containers within the structure and on the pool deck will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

Covered Entries:

Covered Entry between pool structures and at main entry shall be cleaned on a regular basis to remove dirt, dust, cobwebs and any other debris from the surface areas in an appropriate manner. At least daily, this area should be completely hosed to remove the debris.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement required will be reported to District Manager or his/her designee.

Restrooms :

Toilets, sinks, and any other fixture in these rooms shall be scrubbed and cleaned.

Mirrors and faucets will be cleaned and polished.

All counters and cabinets will be cleaned and polished.

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis. Fingerprints washed from walls and switch plates and doors. Doors and door frames will be dusted and cleaned on a regular basis.

All garbage cans or other waste containers will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. Any and all debris will be removed from this area.

All floors will be sweep or vacuum to remove all dirt and debris and wet mopped (post "wet floor" signage).

Paper hand towel and Soap dispensers will be filled. Toilet Paper dispenser will be filled and 1 extra roll will be placed in the facility.

Any additional paper goods required will be filled appropriately.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

Pool Deck and Furniture:

Pool deck will be sweep, vacuum, or hosed to remove all dirt and debris each morning.

Any obvious deck stains will be addressed appropriate to be removed.

All pool furniture including chairs, tables, and umbrellas will be cleaned and hosed to remove all dirt and debris including deep clean to remove mold and mildew, if needed.

The furniture will be checked for any damages and all tables and chairs will be arranged daily. Any damages will be reported to District Manager or his/her designee.

All garbage cans or other waste containers on the pool deck will be cleaned and emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

Terraces (In Addition to above)

Clean park benches in courtyard area with appropriate cleaner.

Clean deck area around fountain (not fountain). Same procedures as pool deck noted above.

Remove trash/debris from courtyard area and surrounding landscaped areas.

Clean Gazebo area. Hose deck and exterior of building. Clean benches. Cleaning of ceilings to include all fans, light fixtures of any debris. Spray cleaning with water hose is strictly prohibited. This could cause damage. Any repairs for such damages will be the responsibility and expense of the Contractor.

Clean Gazebo (entertainment area). Hose deck and exterior of building. Cleaning of ceilings to include fans, light fixtures of any debris. Spray cleaning with water hose is strictly prohibited. This could cause damage. Any repairs for such damages will be the responsibility and expense of the Contractor.

Remove trash from these areas and replace can liners.

Clean Grill, if necessary

Report any unsafe or hazardous conditions to District Manager or his/her designee.

Report any maintenance items to District Manager or his/her designee.

Updated June 20, 2007

6/20/07

EXHIBIT B**Reunion East Community Development District**

**Community Pools Structures and Areas at Reunion Resort
Cleaning Service Fee Schedule
Effective Date: July 1, 2007**

The following pool structures and pool areas will be billed the following amounts monthly for the cleaning services as defined on Exhibit A.

	Monthly Fee (a)
Homestead Pool	\$ 500
Heritage A – Pool	\$ 600
Heritage B – Pool	\$ 600
Carriage Pointe – Pool	\$ 500
Terraces Recreation Area and Pool	\$ 1,000

- (a) The monthly fee for pool structures and pool areas will need to be prorated based on start date of service and effective date of agreement if not at the beginning of the month for the first month. In addition, the services for the Terraces Recreation Area and Pool will be requested upon transfer of ownership of facilities from Developer to CDD. The monthly fee will need to be pro rated based on start date of service (after July 1, 2007) if not at the beginning of a month for the first month.

The above amounts will be effective starting the effective date of the Agreement for an initial one year term. In accordance with Section 5. Term of the Agreement, these fees are subject to a maximum four (4) percent increase after the initial one year term upon a 60 day written receipt for fee increase from Contractor; the agreement will be extended for one additional year (12 month period) and both conditions are subject to appropriation of funds by the District's Board of Supervisors.

The pool structures and pool area scope of services provided for these fees have been defined within Exhibit A - Community Pools Structures and Areas at Reunion Resort. Any additional services outside of the scope of services as defined on Exhibit A may be requested by District Manager or his/her designee and may be provided based on the specific request and ability to provide the service(s). Upon request by District Manager or his/her designee, these additional services and the cost associated with providing these additional services will be addressed appropriately with appropriate proposal including scope of service and associated cost presented and approved by District Manager or his/her designee prior to commencement of service(s).

This agreement does not include any cost associated with repairs or maintenance or any other engineering cost. Per Exhibit A any repairs and maintenance or other engineering cost to these areas should be reported to the District Manager or his/her designee for resolution.

This agreement will be amended at a later date for any additional pools, if applicable.

Updated June 20, 2007

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 6/21/2007
PRODUCER Phone: (972) 770-1600 Fax: 972-770-1699 McQueary Henry Bowles Troy, LLP 12700 Park Central Drive 17th Floor Dallas TX 75251-0470		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED The Ginn Companies, LLC 215 Celebration Place, Suite 200 Celebration FL 34747		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: Federal Insurance Company 20281
		INSURER B: Great Northern Insurance Comp
		INSURER C: American International Specia 26883
		INSURER D: XL Specialty Insurance Compan 37885
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	35835942	4/1/2007	4/1/2008	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	70215934	4/1/2007	4/1/2008	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	RWD943517101	3/1/2007	3/1/2008	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A		OTHER	3725456600	4/1/2007	4/1/2008	\$1,000,000 Each Claim
C		Herbicide/ Pesticide Professional	9651795	10/23/2006	10/23/2007	\$5,000,000 Aggregate
						\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Named Insured Continues: Reunion Club of Orlando, LLLC

Reunion East Community Development District is named additional insured with regard to the general liability policy of the insured, but only with the respect to and to the extent of the liabilities assumed by the insured under written contract.

CERTIFICATE HOLDER

Reunion East Community Development District
 Attn: District Manager
 201 East Pine St., Ste #950
 Orlando FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ref H

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FIRST AMENDMENT TO AGREEMENT REGARDING
THE PROVISION OF POOL STRUCTURES
AND AREAS CLEANING SERVICES**

This First Amendment to Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services ("Amendment"), dated September 16, 2008, is made by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "District") and the REUNION CLUB OF ORLANDO, LLC, a Georgia limited liability company (the "Contractor").

WHEREAS, the District and the Contractor are parties to that certain Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services, dated July 1, 2007 (the "Agreement", a copy of which is attached hereto as Exhibit "A") relating to the cleaning and maintenance of certain District owned facilities located in Osceola County, Florida as are more particularly described therein; and

WHEREAS, the Agreement remains in full force and effect between the District and Contractor; and

WHEREAS, the District has determined it to be in the best interest of the District to extend the term of the Agreement in accordance with Section 5 of said Agreement; and

WHEREAS, in accordance with Exhibit "B" of the Agreement, and in conjunction with the extension of the term of the agreement, the District and the Contractor have agreed to an increase in fees for the Contractor's services provided under the Agreement, as such increase is described herein; and

WHEREAS, the District and Contractor desire to modify and amend the Agreement to reflect both the District's desire to extend the term of the Agreement and to set forth the increased fees for the Contractor's services provided under the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That, notwithstanding the provision for a twelve (12) month extension to the Agreement set forth in Section 5 of the Agreement, the term of the Agreement is hereby extended for an additional fifteen (15) months from its original termination date so that the new termination date of the Agreement shall be September 30, 2009.

4. That, in accordance with Exhibit "B" of the Agreement, the fees for the Contractor's services are hereby increased and are established as set forth below for the indicated period:

Monthly Fees beginning July 1, 2008 to September 30, 2009

Homestead Pool	\$ 520
Heritage A Pool	\$ 624
Heritage B Pool	\$ 624
Carriage Pointe Pool	\$ 520
Terraces Recreation Area and Pool	\$1,040

5. That, in order to facilitate execution of this Amendment, this Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
6. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
7. That all of the provisions contained herein shall be retroactively effective as of July 1, 2008.

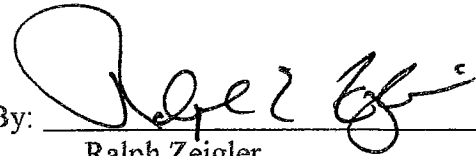
[Signatures on following page.]

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

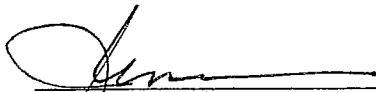
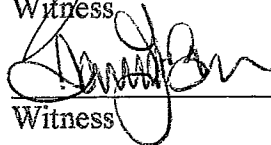
REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

Attest:


Secretary/Asst. Secretary

By: 
Ralph Zeigler
Chairman, Board of Supervisors

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


Witness

Witness

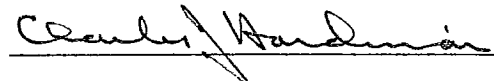
By: 
Print Name: Charles J Hardiman
Title: General Mgr.

Exhibit A

6/20/07

**AGREEMENT BETWEEN THE REUNION CLUB OF ORLANDO, LLC,
AND THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS
CLEANING SERVICES**

This Agreement is made and entered into this 1st day of July, 2007, by and between:

The Reunion East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and having offices at 201 East Pine Street, Suite 950, Orlando, FL 32801 ("the District"), and

The Reunion Club of Orlando, LLC, a Georgia limited liability company, whose mailing address is 8011 B Osceola Polk Line Road, Davenport, FL 33896 (hereinafter "Contractor").

RECITALS

WHEREAS, the District was established by an ordinance of Osceola County for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, and reuse facilities, roadways, landscaping, parks, indoor and outdoor recreational, cultural, and educational facilities and uses; and

WHEREAS, the District has a need to retain an independent contractor to provide cleaning services for certain facilities within the District; and

WHEREAS, Contractor submitted proposal, attached hereto as Exhibit "A" and incorporated herein by reference, and represents that it is qualified to serve as a cleaning contractor and provide such services to the District; and

WHEREAS, the District desires and finds it in the best interest of the District to engage the services of the Contractor.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" hereto. Contractor shall be solely responsible for the means, manner

and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his/her designee. Additionally duties may be specified by the District Manager or his/her designee.

Section 3. COMPENSATION. District agrees to compensate the Contractor in accordance with Exhibit "B". Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.

Section 4. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 5. TERM. This agreement shall commence July 1, 2007 and shall continue for an initial period of one year unless terminated in accordance with Section 11 below. This agreement may be extended for one additional twelve (12) month period upon agreement of the parties' hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

Section 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractor's operation;
 - (ii) The District shall be named as additional insured
- (3) Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or disease.
- (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

Section 7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

Section 8. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

Section 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

Section 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 11. CANCELLATION. The District shall have the right to cancel this Agreement any time without cause upon seven (7) days written notice to the Contractor. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.

Section 12. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 13. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to Contractor: The Reunion Club of Orlando, LLC
8011 B Osceola Polk Line Road
Davenport, FL 33896
Attn: General Manager
- B. If to District: Reunion East Community Development District
201 E. Pine Street, Suite 950
Orlando, FL 32801
Attn: District Manager

With a copy to: Jan Albanese Carpenter Esq., District Counsel
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this Agreement.

Section 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

Section 15. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Section 16. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

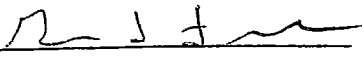
Section 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

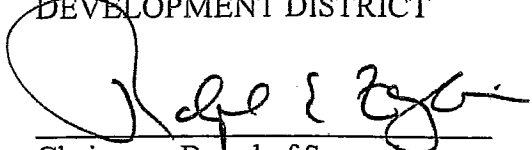
Section 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

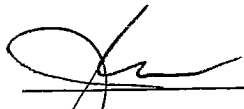
ATTEST:


Secretary

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT


Chairman, Board of Supervisors
Print Name: Ralph E. Zeigler

ATTEST:


Printed Name: Judy R. EVANS

THE REUNION CLUB OF ORLANDO,
LLC

Charlie Hardiman
Title: General Mgr
Printed Name: Charlie Hardiman

EXHIBIT A

Reunion East Community Development District

Community Pools Structures and Areas at Reunion Resort

Service Areas:

The following pool structures and pool deck areas will be included in this scope.

Homestead Pool

Heritage A - Pool

Heritage B - Pool

Carriage Pointe - Pool

Terraces Recreation Structures including fountain structure areas and Pool Deck Areas (see below for additional scope) (to begin upon acceptance of facilities from Developer) (This will be after July 1, 2007.)

Additional community pools can be added at a later date as they become operational, if applicable.

Billing Procedures:

The Reunion East Community Development District will be invoiced monthly for the services performed on the above pool structures and areas. The billing will need to be to the following entity and billing address. This should not be commingled with any other accounts for billing purposes. See Fee Schedule (Exhibit B) for monthly billing amount by Service Areas.

Billing Information:

Reunion East Community Development District
c/o Governmental Management Services-Central Florida
201 E. Pine Street
Suite 950
Orlando, FL 32801

Scope of Cleaning Services

Contractor shall provide once a day cleaning service to the pool house structure and adjacent pool deck as designated below: The time frame for the work should be Morning between the hours of (8:00am to 11:00 am) seven days a week.

All equipment, cleaning supplies, chemicals, and paper supplies including plastic garbage liners that are needed to complete the above services will be provided by the Contractor. All pricing for services should be for one year and any increase after the one year period will need to be provided 60 days prior to implementation for review and subject to appropriation of funds by the District's Board of Supervisors.

Pool House Structure:

Services shall include daily inspections of each pool house structure noted above including all covered or uncovered entry areas and other common areas within and adjacent to the structure. Any unsafe or hazardous conditions found to exist anywhere on the premises should be reported immediately to the District Manager or his/her designee.

All Rooms:

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis. Fingerprints washed from walls and switch plates. Doors and door frames will be dusted and cleaned on a regular basis. (Cleaning with water hose is strictly prohibited as this will cause damage to the walls.) Any repairs for such damages will be the responsibility and expense of the Contractor.

Any faucets, water fountains, or other fixtures or basins (sinks) within the rooms will be cleaned and polished on a regular basis.

All floors within the structure and entry and immediate surrounding area will be swept and/or vacuumed and cleaned appropriately to remove all dirt and debris from flooring and wet mopped (post "wet floor" signage). This should be done on a daily basis.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

All garbage cans or other waste containers within the structure and on the pool deck will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

Covered Entries:

Covered Entry between pool structures and at main entry shall be cleaned on a regular basis to remove dirt, dust, cobwebs and any other debris from the surface areas in an appropriate manner. At least daily, this area should be completely hosed to remove the debris.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement required will be reported to District Manager or his/her designee.

Restrooms :

Toilets, sinks, and any other fixture in these rooms shall be scrubbed and cleaned.

Mirrors and faucets will be cleaned and polished.

All counters and cabinets will be cleaned and polished.

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis. Fingerprints washed from walls and switch plates and doors. Doors and door frames will be dusted and cleaned on a regular basis.

All garbage cans or other waste containers will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. Any and all debris will be removed from this area

All floors will be sweep or vacuum to remove all dirt and debris and wet mopped (post "wet floor" signage).

Paper hand towel and Soap dispensers will be filled. Toilet Paper dispenser will be filled and 1 extra roll will be placed in the facility.

Any additional paper goods required will be filled appropriately.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

Pool Deck and Furniture:

Pool deck will be sweep, vacuum, or hosed to remove all dirt and debris each morning.

Any obvious deck stains will be addressed appropriate to be removed.

All pool furniture including chairs, tables, and umbrellas will be cleaned and hosed to remove all dirt and debris including deep clean to remove mold and mildew, if needed.

The furniture will be checked for any damages and all tables and chairs will be arranged daily. Any damages will be reported to District Manager or his/her designee.

All garbage cans or other waste containers on the pool deck will be cleaned and emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

Terraces (In Addition to above)

Clean park benches in courtyard area with appropriate cleaner.

Clean deck area around fountain (not fountain). Same procedures as pool deck noted above.

Remove trash/debris from courtyard area and surrounding landscaped areas.

Clean Gazebo area. Hose deck and exterior of building. Clean benches. Cleaning of ceilings to include all fans, light fixtures of any debris. Spray cleaning with water hose is strictly prohibited. This could cause damage. Any repairs for such damages will be the responsibility and expense of the Contractor.

Clean Gazebo (entertainment area). Hose deck and exterior of building. Cleaning of ceilings to include fans, light fixtures of any debris. Spray cleaning with water hose is strictly prohibited. This could cause damage. Any repairs for such damages will be the responsibility and expense of the Contractor.

Remove trash from these areas and replace can liners.

Clean Grill, if necessary

Report any unsafe or hazardous conditions to District Manager or his/her designee.

Report any maintenance items to District Manager or his/her designee.

Updated June 20, 2007

EXHIBIT B**Reunion East Community Development District****Community Pools Structures and Areas at Reunion Resort****Cleaning Service Fee Schedule****Effective Date: July 1, 2007**

The following pool structures and pool areas will be billed the following amounts monthly for the cleaning services as defined on Exhibit A.

	Monthly Fee (a)
Homestead Pool	\$ 500
Heritage A – Pool	\$ 600
Heritage B – Pool	\$ 600
Carriage Pointe – Pool	\$ 500
Terraces Recreation Area and Pool	\$ 1,000

- (a) The monthly fee for pool structures and pool areas will need to be prorated based on start date of service and effective date of agreement if not at the beginning of the month for the first month. In addition, the services for the Terraces Recreation Area and Pool will be requested upon transfer of ownership of facilities from Developer to CDD. The monthly fee will need to be pro rated based on start date of service (after July 1, 2007) if not at the beginning of a month for the first month.

The above amounts will be effective starting the effective date of the Agreement for an initial one year term. In accordance with Section 5. Term of the Agreement, these fees are subject to a maximum four (4) percent increase after the initial one year term upon a 60 day written receipt for fee increase from Contractor; the agreement will be extended for one additional year (12 month period) and both conditions are subject to appropriation of funds by the District's Board of Supervisors.

The pool structures and pool area scope of services provided for these fees have been defined within Exhibit A - Community Pools Structures and Areas at Reunion Resort. Any additional services outside of the scope of services as defined on Exhibit A may be requested by District Manager or his/her designee and may be provided based on the specific request and ability to provide the service(s). Upon request by District Manager or his/her designee, these additional services and the cost associated with providing these additional services will be addressed appropriately with appropriate proposal including scope of service and associated cost presented and approved by District Manager or his/her designee prior to commencement of service(s).

This agreement does not include any cost associated with repairs or maintenance or any other engineering cost. Per Exhibit A any repairs and maintenance or other engineering cost to these areas should be reported to the District Manager or his/her designee for resolution.

This agreement will be amended at a later date for any additional pools, if applicable.

Updated June 20, 2007

**SECOND AMENDMENT TO AGREEMENT REGARDING
THE PROVISION OF POOL STRUCTURES
AND AREAS CLEANING SERVICES**

This Second Amendment to Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services (the "Second Amendment"), dated August 13, 2009, is made by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "District") and the REUNION CLUB OF ORLANDO, LLC, a Georgia limited liability company (the "Contractor").

WHEREAS, the District and the Contractor are parties to that certain Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services, dated July 1, 2007 (the "Original Agreement") relating to the cleaning and maintenance of certain District owned facilities located in Osceola County, Florida as are more particularly described therein; and

WHEREAS, in accordance with Section 9 of the Original Agreement, the parties thereto entered into that certain First Amendment to Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services dated September 11, 2008 (the "First Amendment"); and

WHEREAS, the Original Agreement, as modified by the First Amendment, shall be referred to herein as the "Agreement", and the Agreement remains in full force and effect between the District and Contractor; and

WHEREAS, the District has determined it to be in the best interest of the District to extend the term of the Agreement in accordance with Section 5 of the Agreement; and

WHEREAS, in accordance with Exhibit "B" of the Agreement, and in conjunction with the extension of the term of the Agreement, the District and the Contractor have agreed to an increase in fees for the Contractor's services provided under the Agreement, as such increase is described herein; and

WHEREAS, the District and Contractor desire to modify and amend the Agreement to reflect both the District's desire to extend the term of the Agreement and to set forth the increased fees for the Contractor's services provided under the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.

3. That, in accordance with Section 5 of the Agreement, the Term of the Agreement shall continue after September 30, 2009 for a period of twelve (12) months unless terminated sooner in accordance with Section 11 of Agreement. The new termination date of the Agreement shall be September 30, 2010.
4. That, in accordance with Exhibit "B" of the Agreement, the fees for the Contractor's services are hereby increased for the additional period of twelve (12) months and are established as set forth below:

Monthly Fees beginning October 1, 2009 to September 30, 2010:

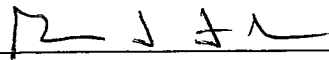
Homestead Pool	\$ 525
Heritage A Pool	\$ 625
Heritage B Pool	\$ 625
Carriage Pointe Pool	\$ 525
Terraces Recreation Area and Pool	\$1,000

5. That, in order to facilitate execution of this Second Amendment, this Second Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
6. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

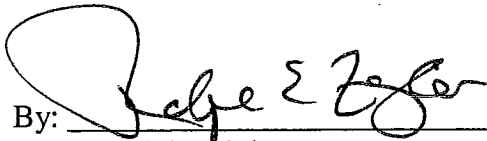
[Signatures on following page.]

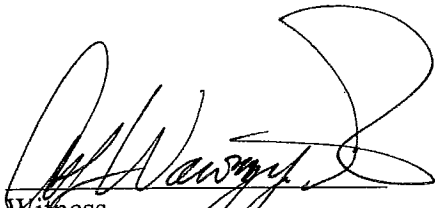
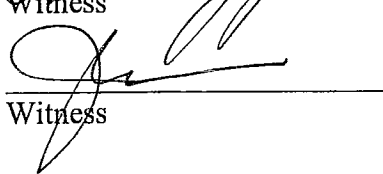
IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on their behalf by duly authorized representatives as of the date first set forth above.

Attest:


Secretary/Asst. Secretary

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

By: 
Ralph Zeigler
Chairman, Board of Supervisors


Witness

Witness

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

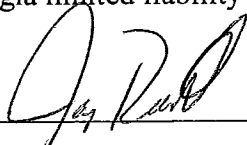
By: 
Print Name: Jay Ruckler
Title: General Manager

Exhibit A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/8/2009

PRODUCER Phone: 215-542-0600 Fax: 215-542-1282
 Cohen-Seltzer, Inc.
 520 Pennsylvania Avenue
 Fort Washington PA 19034

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 The Ginn Companies, LLC
 c/o Lubert-Adler ETAL
 The Cira Centre; 2929 Arch St.
 Philadelphia PA 19104

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Federal Insurance Company	20281
INSURER B: National Fire Insurance Co. o	20478
INSURER C: National Union Insurance Comp	19445
INSURER D: Great American E&S Insurance	37532
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	35835942	4/1/2009	4/1/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 Garagekeepers \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	2099473546	4/1/2009	4/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	BE2023740	4/1/2009	4/1/2010	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$ \$ \$ WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	OTHER Herbicide & Pesticide	PEL862985400	4/1/2009	4/1/2010	\$1,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Named Insured continues: The Ginn Companies, LLC and Reunion Resort & Club of Orlando
 Re: 7593 Gathering Drive, Reunion, FL 33896

CERTIFICATE HOLDER

Reunion East CDD C/O Governmental
 Management Services
 Attn: Ariel Lovera
 201 E. Pine St., Suite 950
 Orlando FL 32801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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**FIRST AMENDMENT TO AGREEMENT REGARDING
THE PROVISION OF POOL STRUCTURES
AND AREAS CLEANING SERVICES**

This First Amendment to Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services ("Amendment"), dated September 11, 2008, is made by and between REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (the "District") and the REUNION CLUB OF ORLANDO, LLC, a Georgia limited liability company (the "Contractor").

WHEREAS, the District and the Contractor are parties to that certain Agreement Regarding the Provision of Pool Structures and Areas Cleaning Services, dated July 1, 2007 (the "Agreement", a copy of which is attached hereto as Exhibit "A") relating to the cleaning and maintenance of certain District owned facilities located in Osceola County, Florida as are more particularly described therein; and

WHEREAS, the Agreement remains in full force and effect between the District and Contractor; and

WHEREAS, the District has determined it to be in the best interest of the District to extend the term of the Agreement in accordance with Section 5 of said Agreement; and

WHEREAS, in accordance with Exhibit "B" of the Agreement, and in conjunction with the extension of the term of the agreement, the District and the Contractor have agreed to an increase in fees for the Contractor's services provided under the Agreement, as such increase is described herein; and

WHEREAS, the District and Contractor desire to modify and amend the Agreement to reflect both the District's desire to extend the term of the Agreement and to set forth the increased fees for the Contractor's services provided under the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. That the foregoing recitals are true, correct and are hereby incorporated by reference as terms.
2. That the Agreement is in full force and effect.
3. That, notwithstanding the provision for a twelve (12) month extension to the Agreement set forth in Section 5 of the Agreement, the term of the Agreement is hereby extended for an additional fifteen (15) months from its original termination date so that the new termination date of the Agreement shall be September 30, 2009.

4. That, in accordance with Exhibit "B" of the Agreement, the fees for the Contractor's services are hereby increased and are established as set forth below for the indicated period:

Monthly Fees beginning July 1, 2008 to September 30, 2009

Homestead Pool	\$ 520
Heritage A Pool	\$ 624
Heritage B Pool	\$ 624
Carriage Pointe Pool	\$ 520
Terraces Recreation Area and Pool	\$1,040

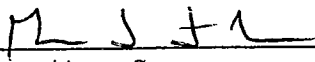
5. That, in order to facilitate execution of this Amendment, this Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
6. That, except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
7. That all of the provisions contained herein shall be retroactively effective as of July 1, 2008.

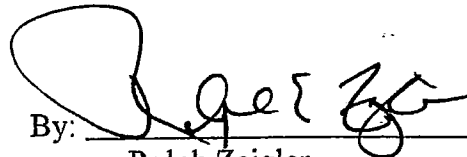
[Signatures on following page.]

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

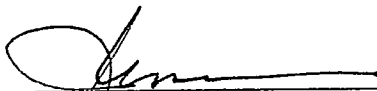
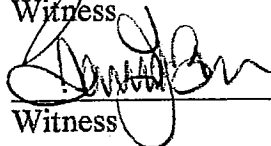
REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,
a Florida community development district

Attest:


Secretary/Asst. Secretary

By: 
Ralph Zeigler
Chairman, Board of Supervisors

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


Witness

Witness

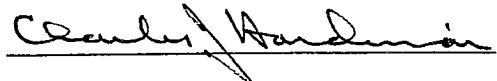
By: 
Print Name: Charles J Hardiman
Title: General Mgr.

Exhibit A

6/20/07

**AGREEMENT BETWEEN THE REUNION CLUB OF ORLANDO, LLC,
AND THE REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
REGARDING THE PROVISION OF POOL STRUCTURES AND AREAS
CLEANING SERVICES**

This Agreement is made and entered into this 1st day of July, 2007, by and between:

The Reunion East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Osceola County, Florida, and having offices at 201 East Pine Street, Suite 950, Orlando, FL 32801 ("the District"), and

The Reunion Club of Orlando, LLC, a Georgia limited liability company, whose mailing address is 8011 B Osceola Polk Line Road, Davenport, FL 33896 (hereinafter "Contractor").

RECITALS

WHEREAS, the District was established by an ordinance of Osceola County for the purpose of planning, financing, constructing, operating, and/or maintaining certain infrastructure, including surface water management systems, potable water distribution, wastewater collection, and reuse facilities, roadways, landscaping, parks, indoor and outdoor recreational, cultural, and educational facilities and uses; and

WHEREAS, the District has a need to retain an independent contractor to provide cleaning services for certain facilities within the District; and

WHEREAS, Contractor submitted proposal, attached hereto as Exhibit "A" and incorporated herein by reference, and represents that it is qualified to serve as a cleaning contractor and provide such services to the District; and

WHEREAS, the District desires and finds it in the best interest of the District to engage the services of the Contractor.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

Section 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. DUTIES. The duties, obligations, and responsibilities of the Contractor are described in Exhibit "A" hereto. Contractor shall be solely responsible for the means, manner

and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. Contractor shall report to the District Manager or his/her designee. Additionally duties may be specified by the District Manager or his/her designee.

Section 3. COMPENSATION. District agrees to compensate the Contractor in accordance with Exhibit "B". Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or his/her designee.

Section 4. INDEPENDENT CONTRACTOR. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District.

Section 5. TERM. This agreement shall commence July 1, 2007 and shall continue for an initial period of one year unless terminated in accordance with Section 11 below. This agreement may be extended for one additional twelve (12) month period upon agreement of the parties' hereto in writing and subject to appropriation of funds by the District's Board of Supervisors.

Section 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 (one million dollars) combined single limit bodily injury and property damage liability with the District named as an additional insured, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractor's operation;
 - (ii) The District shall be named as additional insured
- (3) Employer's Liability Coverage with limits of at least \$300,000 (three hundred thousand dollars) per accident or disease.
- (4) Professional Liability Insurance with limits of \$1,000,000 (one million dollars).
- (5) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

Section 7. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless and defend the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute.

Section 8. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement.

Section 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

Section 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

Section 11. CANCELLATION. The District shall have the right to cancel this Agreement any time without cause upon seven (7) days written notice to the Contractor. Contractor shall have the right to cancel this Agreement upon thirty (30) days written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement.

Section 12. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

Section 13. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

- A. If to Contractor: The Reunion Club of Orlando, LLC
8011 B Osceola Polk Line Road
Davenport, FL 33896
Attn: General Manager
- B. If to District: Reunion East Community Development District
201 E. Pine Street, Suite 950
Orlando, FL 32801
Attn: District Manager

With a copy to: Jan Albanese Carpenter Esq., District Counsel
Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notices on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addresses set forth in this Agreement.

Section 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other, and such approval shall not be unreasonably withheld.

Section 15. CONTROLLING LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

Section 16. PUBLIC RECORDS. The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.


Section 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

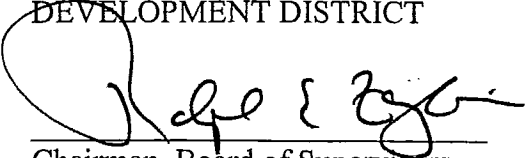
Section 19. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first written above.

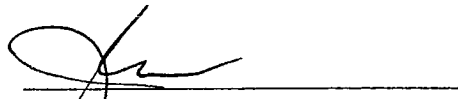
ATTEST:


Secretary

REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT


Chairman, Board of Supervisors
Print Name: Ralph E. Ziegler

ATTEST:


Printed Name: Judy R. Everts

THE REUNION CLUB OF ORLANDO,
LLC

Charlie Hardiman
Title: General Mgr
Printed Name: Charlie Hardiman

EXHIBIT A

Reunion East Community Development District

Community Pools Structures and Areas at Reunion Resort

Service Areas:

The following pool structures and pool deck areas will be included in this scope.

Homestead Pool

Heritage A - Pool

Heritage B - Pool

Carriage Pointe - Pool

Terraces Recreation Structures including fountain structure areas and Pool Deck Areas (see below for additional scope) (to begin upon acceptance of facilities from Developer) (This will be after July 1, 2007.)

Additional community pools can be added at a later date as they become operational, if applicable.

Billing Procedures:

The Reunion East Community Development District will be invoiced monthly for the services performed on the above pool structures and areas. The billing will need to be to the following entity and billing address. This should not be commingled with any other accounts for billing purposes. See Fee Schedule (Exhibit B) for monthly billing amount by Service Areas.

Billing Information:

Reunion East Community Development District
c/o Governmental Management Services-Central Florida
201 E. Pine Street
Suite 950
Orlando, FL 32801

Scope of Cleaning Services

Contractor shall provide once a day cleaning service to the pool house structure and adjacent pool deck as designated below: The time frame for the work should be Morning between the hours of (8:00am to 11:00 am) seven days a week.

All equipment, cleaning supplies, chemicals, and paper supplies including plastic garbage liners that are needed to complete the above services will be provided by the Contractor. All pricing for services should be for one year and any increase after the one year period will need to be provided 60 days prior to implementation for review and subject to appropriation of funds by the District's Board of Supervisors.

Pool House Structure:

Services shall include daily inspections of each pool house structure noted above including all covered or uncovered entry areas and other common areas within and adjacent to the structure. Any unsafe or hazardous conditions found to exist anywhere on the premises should be reported immediately to the District Manager or his/her designee.

All Rooms:

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis. Fingerprints washed from walls and switch plates. Doors and door frames will be dusted and cleaned on a regular basis. (Cleaning with water hose is strictly prohibited as this will cause damage to the walls.) Any repairs for such damages will be the responsibility and expense of the Contractor.

Any faucets, water fountains, or other fixtures or basins (sinks) within the rooms will be cleaned and polished on a regular basis.

All floors within the structure and entry and immediate surrounding area will be swept and/or vacuumed and cleaned appropriately to remove all dirt and debris from flooring and wet mopped (post "wet floor" signage). This should be done on a daily basis.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

All garbage cans or other waste containers within the structure and on the pool deck will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

Covered Entries:

Covered Entry between pool structures and at main entry shall be cleaned on a regular basis to remove dirt, dust, cobwebs and any other debris from the surface areas in an appropriate manner. At least daily, this area should be completely hosed to remove the debris.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement required will be reported to District Manager or his/her designee.

Restrooms :

Toilets, sinks, and any other fixture in these rooms shall be scrubbed and cleaned.

Mirrors and faucets will be cleaned and polished.

All counters and cabinets will be cleaned and polished.

Windowsills, baseboards, cobwebs and interior windows shall be cleaned on a regular basis. Fingerprints washed from walls and switch plates and doors. Doors and door frames will be dusted and cleaned on a regular basis.

All garbage cans or other waste containers will be emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. Any and all debris will be removed from this area

All floors will be sweep or vacuum to remove all dirt and debris and wet mopped (post "wet floor" signage).

Paper hand towel and Soap dispensers will be filled. Toilet Paper dispenser will be filled and 1 extra roll will be placed in the facility.

Any additional paper goods required will be filled appropriately.

All light fixtures should be cleaned, glass cleaned, checked and any light bulb replacement will be reported to District Manager or his/her designee. Light Covers should be removed on a weekly basis and all bugs and debris removed and inside of cover cleaned.

Pool Deck and Furniture:

Pool deck will be sweep, vacuum, or hosed to remove all dirt and debris each morning.

Any obvious deck stains will be addressed appropriate to be removed.

All pool furniture including chairs, tables, and umbrellas will be cleaned and hosed to remove all dirt and debris including deep clean to remove mold and mildew, if needed. The furniture will be checked for any damages and all tables and chairs will be arranged daily. Any damages will be reported to District Manager or his/her designee.

All garbage cans or other waste containers on the pool deck will be cleaned and emptied and a plastic bag will be replaced in each container and disposal of resulting waste into approved containers off the premises. All garbage cans will be appropriately cleaned to remove any dirt prior to replacement of plastic liners.

Terraces (In Addition to above)

Clean park benches in courtyard area with appropriate cleaner.

Clean deck area around fountain (not fountain). Same procedures as pool deck noted above.

Remove trash/debris from courtyard area and surrounding landscaped areas.

Clean Gazebo area. Hose deck and exterior of building. Clean benches. Cleaning of ceilings to include all fans, light fixtures of any debris. Spray cleaning with water hose is strictly prohibited. This could cause damage. Any repairs for such damages will be the responsibility and expense of the Contractor.

Clean Gazebo (entertainment area). Hose deck and exterior of building. Cleaning of ceilings to include fans, light fixtures of any debris. Spray cleaning with water hose is strictly prohibited. This could cause damage. Any repairs for such damages will be the responsibility and expense of the Contractor.

Remove trash from these areas and replace can liners.

Clean Grill, if necessary

Report any unsafe or hazardous conditions to District Manager or his/her designee.

Report any maintenance items to District Manager or his/her designee.

Updated June 20, 2007

EXHIBIT B**Reunion East Community Development District****Community Pools Structures and Areas at Reunion Resort****Cleaning Service Fee Schedule****Effective Date: July 1, 2007**

The following pool structures and pool areas will be billed the following amounts monthly for the cleaning services as defined on Exhibit A.

	Monthly Fee (a)
Homestead Pool	\$ 500
Heritage A – Pool	\$ 600
Heritage B – Pool	\$ 600
Carriage Pointe – Pool	\$ 500
Terraces Recreation Area and Pool	\$ 1,000

- (a) The monthly fee for pool structures and pool areas will need to be prorated based on start date of service and effective date of agreement if not at the beginning of the month for the first month. In addition, the services for the Terraces Recreation Area and Pool will be requested upon transfer of ownership of facilities from Developer to CDD. The monthly fee will need to be pro rated based on start date of service (after July 1, 2007) if not at the beginning of a month for the first month.

The above amounts will be effective starting the effective date of the Agreement for an initial one year term. In accordance with Section 5. Term of the Agreement, these fees are subject to a maximum four (4) percent increase after the initial one year term upon a 60 day written receipt for fee increase from Contractor; the agreement will be extended for one additional year (12 month period) and both conditions are subject to appropriation of funds by the District's Board of Supervisors.

The pool structures and pool area scope of services provided for these fees have been defined within Exhibit A - Community Pools Structures and Areas at Reunion Resort. Any additional services outside of the scope of services as defined on Exhibit A may be requested by District Manager or his/her designee and may be provided based on the specific request and ability to provide the service(s). Upon request by District Manager or his/her designee, these additional services and the cost associated with providing these additional services will be addressed appropriately with appropriate proposal including scope of service and associated cost presented and approved by District Manager or his/her designee prior to commencement of service(s).

This agreement does not include any cost associated with repairs or maintenance or any other engineering cost. Per Exhibit A any repairs and maintenance or other engineering cost to these areas should be reported to the District Manager or his/her designee for resolution.

This agreement will be amended at a later date for any additional pools, if applicable.

Updated June 20, 2007

ROOF REPLACEMENT AGREEMENT

(Reunion East CDD)

THIS AGREEMENT ("Agreement") is made and enter into effective as of February 13, 2020, between the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a Florida community development district and local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **KINGWOOD ORLANDO REUNION RESORT LLC** (hereinafter referred to as the "Contractor"), a Florida limited liability company, whose principal and mailing address is 400 Curie Drive, Alpharetta, GA 30005.

WITNESSTH:

Subject to and upon terms and conditions of this Agreement an in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. **DEFINITIONS.**

(a) **Agreement.** This Agreement consists of this Roof Replacement Agreement and attached scope of work and quoted estimates. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below.

(b) **Services.** The term services as used in this Agreement shall be construed to include all Services set forth in Exhibit 1, all obligations of Contractor under this Agreement, including any addenda or special conditions or changed services set forth therein (the "Services").

2. **SCOPE OF WORK.**

(a) A description of the nature and scope of Services to be performed by Contractor under this Agreement shall be as follows: The Services as generally indicated in the Contractor's estimate, attached as Exhibit 1 hereto (the "Scope of Work").

(b) The following Exhibit is applicable to the Services:

i. Exhibit 1, Scope of Work & Costs for Roof Replacement

3. **COMMENCEMENT OF SERVICES.** Contractor shall commence its Services upon receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Agreement documents.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be Governmental Management Services-CF, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENT.

(a) Provided that the Contractor shall strictly perform all of its obligations under the Agreement, the District shall pay to Contractor one hundred fifty-seven thousand, five hundred eighty-eight dollars and twenty-two cents (\$157,588.22), paid upon completion of the Services to the satisfaction of the District. Any payment terms contained in the proposal, other than the price, are hereby null and void.

(b) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2 herein. Should this occur, a revised Scope of Work and amount due under subsection 5(a) will be agreed upon in writing by both District and Contractor.

(c) Notwithstanding anything to the contrary, the District shall not be liable for late fees or penalties for the Services.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor is expected to operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor 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 Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

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

9. WORKPLACE ENVIRONMENT.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones and handling and use of materials, vehicles and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Management Company, which is currently Governmental Management Services-CF, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the

duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 407-841-5521, OR BY E-MAIL AT GFLINT@GMSCFL.COM OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FL 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000 and \$2,000,000, respectively, combined single limit per occurrence, protecting it and District from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence.

(iii) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or

limitations on liability 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. Any late fees or penalties, including those listed on the Scope of Work and Estimate are hereby deleted in their entirety.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, 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 District, 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) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, as governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall submit any program or routine of ongoing monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, District's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the Services completed by the date of termination.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. District desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3 and ending upon the completion of the Services.

19. NOTICES.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: George Flint, District Manager

If to Contractor: Kingwood Orlando Reunion Resort
400 Curie Drive
Alpharetta, GA 30005
Attention: Manager

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

20. 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 actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. **SEVERABILITY.** In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. **NO WAIVER.** No failure by either party to insist upon the strict performance of any covenant, duty, contract 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, contract, 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, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. **NO MODIFICATION.** 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 contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. **TIME IS OF THE ESSENCE.** The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this

Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. **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 contract.

[Signatures on following page]

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

CONTRACTOR:

KINGWOOD ORLANDO REUNION RESORT, a Florida limited liability company

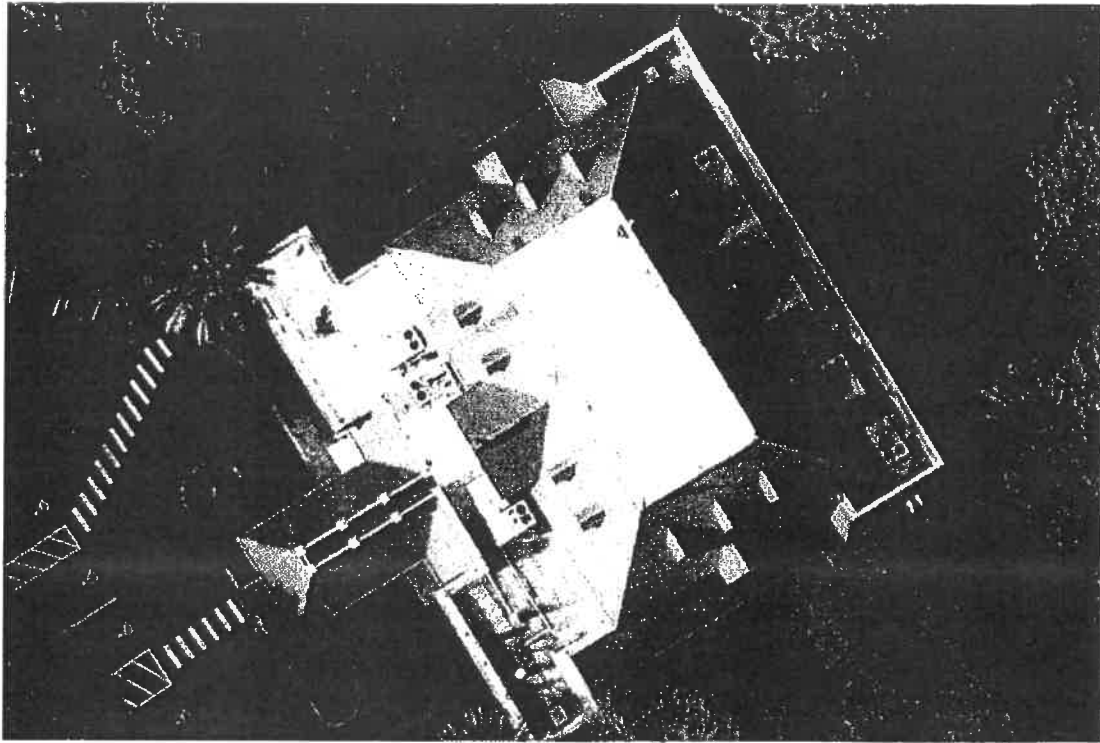
Name: Anthony Caryl
Print: [Signature]
Title: GM
Date: 2/11/2020

DISTRICT:

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

Name: [Signature]
Print: Mark Greenstein
Title: Chairman
Date: 2/13/2020

EXHIBIT 1
SCOPE OF WORK & COSTS FOR
ROOF REPLACEMENT



Roof Replacement Proposal

7715 Heritage Crossing Way, Kissimmee, FL 34747

Prepared for:

Government Management Services

135 W Central Blvd Ste 320

Orlando, FL 32801

Prepared by:

Kingwood Resort Services

401 Country Club Drive

Clayton, GA 30525

Overview

Kingwood Resort Services hereby proposes to remove and replace the existing shingle roof and overlay the existing modified on the flat roof areas totaling approximately 15,800 square feet located at 7715 Heritage Crossing Way, Kissimmee, FL (Reunion East CDD). The new steep slope roof system will consist of ice and water shield, synthetic deck protection and architectural shingles. The flat roof areas will consist of 0.5" HD Coverboard and white Carlisle SynTec TPO roofing membrane. A detailed proposal is below.

2

Roof Drawing

Total Line Lengths:

Ridges = 150 ft

Hips = 170 ft

Valleys = 211 ft

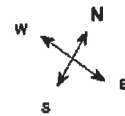
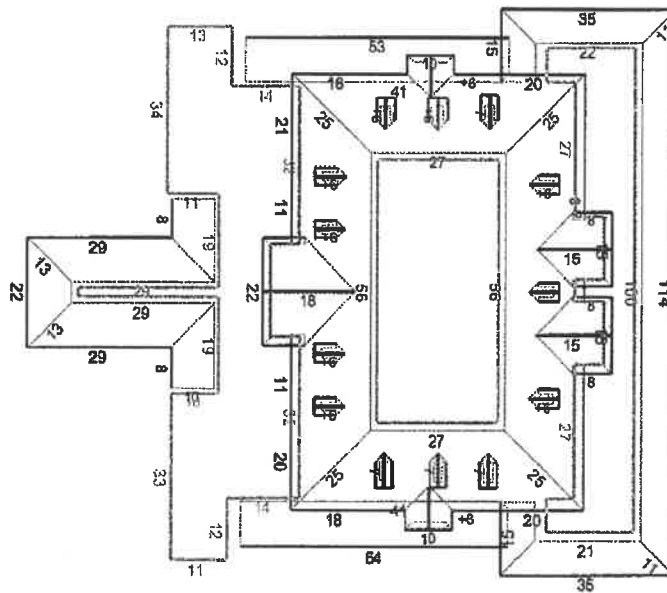
Rakes = 143 ft

Eaves = 904 ft

Flashing = 638 ft

Step flashing = 221 ft

Parapets = 777 ft



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Mobilization

1. Setup site to meet OSHA fall protection requirements. This will include setup of various items including enclosed trash chute, warning lines, and guard rails at load and discharge points. All safety equipment being setup on site is for the sole use of Kingwood Resort Services and is not intended for use by others. Kingwood Resort Services is not responsible for the safe conduct or safety of other personnel on site.
2. Load all materials onto roof surface via crane or boom lift. Kingwood Resort Services will make maximum efforts to limit the storage of materials and equipment on the ground during the construction project.
3. Provide temporary toilet facilities for the duration of the project.
4. Prior to the commencement of the project, Kingwood Resort Services requests a pre-construction meeting between the owner's representative and the Kingwood Resort Services project manager to discuss all project details prior to start.
5. Any disconnection/reconnection of existing roof top mounted equipment or equipment mounted directly to the underside of the roof deck is the responsibility of the building owner and is not included in this scope of work. Owner agrees to hold harmless and indemnify Kingwood Resort Services free of all liabilities as the result of the building owner's or manager's failure to disconnect equipment when requested by Kingwood Resort Services. Kingwood Resort Services must provide 24-hour notice of disconnect/reconnect requirements when possible.

Shingle Demolition/Roof Preparation

1. Remove single layer of shingles from roof surfaces.
2. Remove flashing from around all roof penetrations. Remove shingle flashing from step flashing at roof-to-wall junctures to allow for the installation of new shingles into step flashings.
3. Kingwood Resort Services will detach lightning arrest system where needed for completion of the project. Kingwood Resort Services will not be responsible for re-attaching the lightning arrest system in order for it to meet required certification standards.
4. All debris will be loaded into disposal containers and removed from the site. All debris will be disposed of in a legal manner.

Flat Roof Demolition/Roof Preparation

1. Prepare roof system for new roof membrane installation by broom cleaning the roof surface.
2. Clean all roof top penetrations and perimeter walls free of all loose flashing material. Owner warrants that the existing roof top penetrations are sound. Owner agrees to hold harmless and indemnify Kingwood Resort Services from any claims resulting from the cleaning of penetration flashings.
3. Kingwood Resort Services will detach lightning arrest system where needed for completion of the project. Kingwood Resort Services will not be responsible for re-attaching the lightning arrest system in order for it to meet required certification standards.
4. All debris will be loaded into disposal containers and removed from the site. All debris will be
5. disposed of in a legal manner.

Unitary Cost

1. After removal of steep slope roof system, Kingwood Resort Services will examine the roof decking for deterioration. Repair any wood decking deterioration with like material at a rate of \$3.25 per square foot with a minimum 32 square feet per area.
2. Kingwood Resort Services will make a reasonable effort to examine the existing polyisocyanurate insulation for deterioration. Deteriorated insulation will be replaced at a rate of \$3.75 per square foot with a minimum of 32 square feet per area replaced.
3. All unforeseen deficiencies uncovered during the installation of the new roofing system will be billed as a change order. The rates for change orders are \$67.50 per hour with a 5% mark-up to be added to all materials.

Carpentry

1. Install single layer of wood blocking along leading edge of roof the upper flat roof area and front portico.
 - o Blocking is installed to provide adequate points of attachment for perimeter roof membrane termination.

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- Blocking will be attached 12" on center in two rows staggered along the front and back.

Shingle Roof System Installation

1. Install new drip edge and underlayment as per the manufacturers specifications.
2. Install new GAF Timberline architectural shingles per the manufacturers specifications. The color of the shingles will be chosen from the standard GAF color chart.
3. Provide and install new aluminum metal edge at leading edge of roof deck.
4. Provide and install new aluminum valleys and step flashings.
5. Install GAF TimberTex Caps on all hips and ridges.
6. Flash all rooftop penetrations.

Flat Roof System Installation

1. Install single layer of 0.5-inch HD Coverboard onto roof/deck surface. Insulation will be mechanically attached at a rate inquired by the manufacturer. Fasteners will be black in color.
2. Install Carlisle .080 Sure-Weld white TPO membrane from Carlisle SynTec over insulation board. The TPO membrane will be mechanically attached by Rhinobond.
3. Flash all roof top penetrations according to the manufacturer's requirements. Kingwood Resort Services will flash roof projections that are in place prior to the installation of roofing or shown on the plans provide to Kingwood Resort Services. Penetrations not shown on the plans provided to Kingwood Resort Services prior to the execution of this Agreement, or required after installation of roofing, shall be considered an order for extra work, and Kingwood Resort Services shall be compensated at is customary time and material rates for additional expense resulting from additional penetrations.
4. In areas where the original system was terminated on the vertical wall surface, run membrane up to the same point as the original roof system.

****WARNING:** TPO membrane is a smooth membrane and can become slippery when wet. There are safety concerns for individuals that may include slip and fall hazards. Kingwood Resort Services is not responsible for any damages including bodily injury or death that may result from this inherent feature of this membrane. In order to

mitigate this hazard Kingwood Resort Services strongly recommends the application of walk pads as a tread surface.

Shingle Roof Sheet Metal

1. There is no sheet metal scheduled to be installed beyond the sheet metal flashings/drip edge installed as part of the roof installation.

Flat Roof Sheet Metal

1. Fabricate and install a continuous cleat onto the leading edge of the perimeter edge of the upper roof and front portico to secure the exterior face of the metal edge detail.
2. Fabricate and install 24-gauge steel metal edge onto the leading edge of the perimeter edge of the upper roof and front portico. The metal edge will be fabricated in a standard color chosen from the Drexel Metal color chart. The exterior leg of the metal edge will be secured to the building utilizing the continuous cleat. The interior leg of the metal edge will be secured with roofing nails spaced 6" on center and flashed in with the new roofing system.

Limited Warranty

1. *Limited Manufacturer Warranty*- Provide a 20-year Gold Seal warranty for the roof system assembly from Carlisle SynTec. The buyer's primary warranty is with the roofing manufacturer. The buyer must comply with all provisions within the Manufacturer's warranty. All remedies available to the buyer are solely through the manufacturer warranty. Kingwood Resort Services' sole liability is to the roofing manufacturer and is governed by the applicator agreement between Kingwood Resort Services and the roofing manufacturer.
2. *Limited Manufacturer Warranty* - Provide a 40-year GAF warranty for the roof shingle. The buyer's primary warranty is with the roofing manufacturer. The buyer must comply with all provisions within the Manufacturer's warranty. All remedies available to the buyer are solely through the manufacturer warranty. Kingwood Resort Services' sole liability is to the roofing manufacturer and is governed by the applicator agreement between Kingwood Resort Services and the roofing manufacturer.

3. Kingwood Resort Services' work will be warranted by Kingwood Resort Services in accordance with its standard warranty which is made a part of this proposal/contract and incorporated by reference, for a period of 2 years from the date of substantial completion. A copy of Kingwood Resort Services' standard warranty is attached or, if not, will be furnished upon request. Kingwood Resort Services SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. The acceptance of this proposal/contract signifies the parties' agreement that this warranty shall be and is the exclusive remedy against Kingwood Resort Services for all defects in workmanship furnished by Kingwood Resort Services. A manufacturer's warranty shall be furnished if a manufacturer's warranty is called for in this proposal/contract. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this proposal/contract, recourse shall only be against the manufacturer of such material.

Contract Provisions and Exclusions

1. *Asbestos, lead based paint, and toxic materials exclusion* - This proposal and contract is based upon the work to be performed by Kingwood Resort Services not involving contact with asbestos-containing, lead based, or toxic materials and that such materials will not be encountered or disturbed during the course of performing the re-roofing work. Kingwood Resort Services is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of asbestos-containing, lead based, or toxic materials. In the event such materials are encountered, Owner will make arrangements with others for the handling and/or removal of such materials and/or Kingwood Resort Services shall be entitled to additional time and compensation for additional expenses incurred as a result of the presence of asbestos, asbestos-containing, lead based, or toxic materials at the work site.
2. *Change Orders* - If Kingwood Resort Services is requested by general contractor, prime contractor or owner to perform extra or changed work that was not part of Kingwood Resort Services' original scope of work, general contractor, prime contractor or owner will provide reasonable compensation to Kingwood Resort Services for said work. General contractor, prime contractor or owner shall not give orders to Kingwood Resort Services for the work that is required to be performed at that time and then refuse to make payment on the grounds that a Change Order was not executed at the time the work was performed or the general contractor, prime contractor or owner's representative was not authorized to order the change. General contractor, prime contractor, owner and Kingwood Resort Services

recognize that in order for construction projects to proceed in a timely and efficient manner, changes in the original specifications frequently are made prior to execution of formal Change Order documents. The parties agree to work in good faith with each other so that Kingwood Resort Services does not proceed with changed work without authorization and Kingwood Resort Services receives fair compensation for authorized change work.

3. *Dispute Resolution* - In the event of a dispute between the parties hereto, the parties shall seek to mediate the dispute. If mediation is not successful, arbitration shall be promptly conducted. Both mediation and arbitration shall be held in the county where the Project is located.
4. *Electrical Conduit* - Owner represents there is no electrical conduit embedded within the existing roofing to be removed or attached directly to the underside or topside of the roof deck upon which contractor will be installing the new roof. Owner will indemnify Kingwood Resort Services from any personal injury, damage, claim or expense because of the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Kingwood Resort Services personnel, and shall compensate Kingwood Resort Services for additional time and expense resulting from the presence of such materials.
5. *Indemnify and Hold Harmless Clause* - Kingwood Resort Services agrees to indemnify and hold harmless the Owner from all claims, damages, losses and expenses for personal injury, including death and property damage, to the extent caused by a negligent act or omission by Kingwood Resort Services or someone for whose acts Kingwood Resort Services is responsible. Kingwood Resort Services is not obligated to provide indemnity for damages, losses, claims or expenses to the extent due to the negligence or fault of indemnities or others for whose conduct Kingwood Resort Services is not responsible. Similarly, Owner shall indemnify and hold harmless Kingwood Resort Services from all claims for bodily injury, including death or other damages, to the extent due to the negligence of Owner or the fault of its agents, representatives or employees. Owner agrees to hold harmless and indemnify Kingwood Resort Services from any and all future construction defect claims.
6. Kingwood Resort Services is not responsible for condensation, moisture migration from the building interior or other building components, location or size of roof drains, adequacy of drainage or ponding on the roof due to structural conditions.
7. *Mold growth exclusion* - Kingwood Resort Services and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mold growth. Owner will make periodic inspections for signs of water intrusion and act promptly, including notice to Kingwood Resort Services, if Owner believes there are roof leaks, to correct the condition. Upon receiving notice Kingwood Resort Services will make repairs promptly so that water entry through the roofing installed by

Kingwood Resort Services is not a source of moisture. Kingwood Resort Services is not responsible for indoor air quality. Owner shall hold harmless and indemnify Kingwood Resort Services from claims due to poor indoor air quality and resulting from a failure by Owner to maintain the interior of the building in a manner to avoid growth of mold.

8. Customer acknowledges that tear-off of existing roofing materials and re-roofing of an existing building may cause disturbance, dust or debris to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Kingwood Resort Services shall not be responsible for disturbance, damage, and cleanup or loss of use or loss to interior property that Customer did not remove or protect prior to commencement and during the course of roofing tear-off and re-roofing operations. Customer shall notify tenants and building occupants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Kingwood Resort Services harmless from claims of tenants and occupants who were not so notified and did not provide protection.
9. *Fumes and Emissions* - Customer acknowledges that roofing involves the use of solvent based materials. Odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Kingwood Resort Services. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors and odors during application process. Customer shall indemnify and hold harmless Kingwood Resort Services from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.
10. This proposal is being submitted based upon standard roofing practices with the intention of providing long-term moisture protection. No consideration has been given to local building code requirements. Change to the specifications may be required in order to comply with local codes. Any changes to this scope of work in order to comply with code requirements will be considered a change order to the project.
11. Kingwood Resort Services commencement of the roof installation indicates only that Kingwood Resort Services has accepted the surface of the roof deck as suitable to attach the roofing materials. Kingwood Resort Services is not responsible for the construction, structural sufficiency, durability, and fastening, moisture content or physical properties of the roof deck or other trades' work or design.
12. Owner warrants that the structures on which Kingwood Resort Services is to work are in sound condition and capable of withstanding normal activities of roofing

- construction equipment and operations. Owner represents that there is no electrical conduit embedded in the existing roofing or attached directly to the underside or topside of the roof deck upon which Kingwood Resort Services will be installing the new roof. Owner will indemnify Kingwood Resort Services from any personal injury, damage, claim or expense due to unsafe structural conditions and the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Kingwood Resort Services' personnel, and shall compensate Kingwood Resort Services for additional time and expense resulting from the presence of such materials and unsafe structures.
13. Design Professional is responsible to design the work to be in compliance with applicable codes and regulations and to specify or show the work that is to be performed. Kingwood Resort Services is not responsible for design, including calculation or verification of wind load design. To the extent minimum wind loads or pressures are required; Kingwood Resort Services' bid is based solely on manufacture's printed test results. Kingwood Resort Services is not responsible for the construction or structural sufficiency of the roof deck or other building components not constructed by Kingwood Resort Services.
14. *Building Permit Exclusion* - The cost of the building permit, if required, is not included in the proposed price as noted. Kingwood Resort Services will pull the permit on behalf of the owner if required. The cost of the building permit plus a handling fee of 10% will be added to the cost of the project if a building permit is required. This will be handled as a change order. In addition, if additional services are required by the municipality including but not limited to engineering or architectural design services these additional costs will be burdened by the building owner at cost plus 10%.
15. Kingwood Resort Services is not responsible for leakage through the existing roof or other portions of the building that have not yet been re-roofed by Kingwood Resort Services. Kingwood Resort Services is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Kingwood Resort Services started work on the building.
16. The failure of Customer to make property payment to Kingwood Resort Services when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Kingwood Resort Services at its discretion to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which Kingwood Resort Services shall perform the work shall be extended for a period equal to the period which the Work was suspended, and the contract sum to be paid Kingwood Resort Services shall be increased by the amount of Kingwood Resort Services reasonable costs of shut-down, delay and start-up.

17. Customer shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Kingwood Resort Services, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted.
18. Existing drain assemblies will be re-used. Any new drain components needed as result of removal and re-installation (i.e. broken bolts, etc.) will be billed separately.

Notes: This proposal may be withdrawn if not accepted within 30 days of submission.

Statement of Quality - All material is guaranteed to be the same as specified. All work is done in accordance with accepted roofing practices as determined by the NRCA. All extra work will be done through change orders and will be an extra cost above and beyond the stated price. All agreements are contingent upon delays beyond our control. Owner to carry all necessary fire, tornado, and other insurance. Our workers are fully covered by workman's compensation insurance.

Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work within ten (10) days of substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to the Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month, plus the value of materials suitably store for the project. All sums not paid when due shall earn interest at the rate of 1 1/2 percent per month. Contractor shall be entitled to recover from Customer all costs of collection, including attorney's fees, resulting from Customer's failure to make proper payment when due.

Price for the above scope of work: \$157,588.22

I, _____ accept the above proposal on _____ 20____.

Authorized Signature

EST121119GMS



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC 3500 Blue Lake Drive Suite 195 Birmingham AL 35243		CONTACT NAME: Karen King PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: certificates@pointenorthins.com Account # 73909	
INSURED Kingwood Orlando Reunion Resort LLC, DBA: Reunion 401 Country Club Dr Clayton GA 30525		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich Insurance Company NAIC # 16535 INSURER B: American Guarantee and Liability Ins. Co. 26247 INSURER C: ACE USA Excess Casualty INSURER D: Zenith Insurance Company 13269 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: FL 20-21 Umb X2-28-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: BI & PD - \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	GLO0303369-01	01/31/2020	01/31/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
	MED EXP (Any one person) \$ Excluded					
	PERSONAL & ADV INJURY \$ 1,000,000					
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP0303370-01	01/31/2020	01/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		PUMB18-A-G27655087	01/31/2019	02/28/2020	Garage Keepers Comp \$
	EACH OCCURRENCE \$ 300,000,000					
	AGGREGATE \$ 300,000,000					
	\$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	Z135625102	01/31/2020	01/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations Per Acord 101

CERTIFICATE HOLDER

CANCELLATION

 Reunion East Community Development District
 219 E Livingston Street

Orlando

FL 32801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

AGENCY CUSTOMER ID: 00073909

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY PointeNorth Insurance Group, LLC		NAMED INSURED Kingwood Orlando Reunion Resort LLC, DBA: Reunion
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

Certificate Holder Continued:
c/o Governmental Management Services-
Central Florida LLC

Additional Named Insureds**Other Named Insureds**

KWR Security LLC

Limited Liability Company, Insured Multiple Names

Orlando Reunion Development LLC

Limited Liability Company, Insured Multiple Names

ADDITIONAL COVERAGES

Ref #	Description Liquor Liability	Coverage Code LIQR	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 1,000,000	Limit 3	Deductible Amount 1,000	Deductible Type
Premium				

Ref #	Description Abuse and Molestation	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 1,000,000	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

OFADTLCV				
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AGENCY CUSTOMER ID: 00073909

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY PointeNorth Insurance Group, LLC		NAMED INSURED Kingwood Orlando Reunion Resort LLC, DBA: Reunion	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

1300 Reunion Blvd Kissimmee FL 34747
 1351 Center Court Ridge Drive Reunion FL 34747
 1364 Seven Eagle Court Reunion FL 34747
 1369 Center Court Ridge Drive Reunion FL 34747
 1590 Reunion Blvd 300 Kissimmee FL 34747
 7300 Osceola Polk Line Rd Davenport FL 33896
 7385 Osceola Polk Line Rd. Davenport FL 33896
 7400 Osceola Polk Line Rd. Davenport FL 33896
 7450 Sparkling Court #300 Reunion FL 34747
 7593 Gathering Drive Reunion FL 34747
 7616 Cabana Court Kissimmee FL 34747
 7650 Whisper Way Kissimmee FL 34747
 7652 Whisper Way Kissimmee FL 34747
 7656 Whisper Way Kissimmee FL 34747
 7658 Whisper Way Kissimmee FL 34747
 7660 Whisper Way Kissimmee FL 34747
 7662 Whisper Way Kissimmee FL 34747
 7659 Whisper Way Kissimmee FL 34747
 7651 Whisper Way Kissimmee FL 34747
 7599 Gathering Dr. Reunion FL 34747
 7600 Gathering Drive Reunion FL 34747
 7609 Gathering Drive Reunion FL 34747
 7654 Whisper Way #300
 7664 Heritage Crossing Way Kissimmee FL 34747
 7681 Traditions Blvd F Kissimmee FL 34747
 7715 Heritage Crossing Way Kissimmee FL 34747
 7720 Excitement Dr Reunion FL 34747
 7861 Tradition Blvd Kissimmee FL 34747
 7621 Sandy Ridge Dr. Kissimmee FL 34747
 1115 Sunset View Circle Kissimmee FL 34747
 7614 Cabana Court Kissimmee FL 34747
 1369 Center Court Ridge Kissimmee FL 34747
 Center Ridge Court Kissimmee FL 34747
 Sandy Ridge Dr. Kissimmee FL 34747
 Cabana Court Kissimmee FL 34747
 7593 GATHERING DR, UNIT 202 Reunion FL 34747
 7593 GATHERING DR, UNIT 201 Reunion FL 34747
 7593 GATHERING DR, UNIT 204 Reunion FL 34747
 7593 GATHERING DR, UNIT 205 Reunion FL 34747
 7593 GATHERING DR, UNIT 207 Reunion FL 34747
 7593 GATHERING DR, UNIT 211 Reunion FL 34747
 7593 GATHERING DR, UNIT 208 Reunion FL 34747
 7593 GATHERING DR, UNIT 302 Reunion FL 34747
 7593 GATHERING DR, UNIT 305 Reunion FL 34747
 7593 GATHERING DR, UNIT 304 Reunion FL 34747
 7593 GATHERING DR, UNIT 411 Reunion FL 34747
 7593 GATHERING DR, UNIT 408 Reunion FL 34747
 7593 GATHERING DR, UNIT 404 Reunion FL 34747
 7593 GATHERING DR, UNIT 506 Reunion FL 34747
 7593 GATHERING DR, UNIT 605 Reunion FL 34747
 7593 GATHERING DR, UNIT 606 Reunion FL 34747
 7593 GATHERING DR, UNIT 604 Reunion FL 34747
 7593 GATHERING DR, UNIT 805 Reunion FL 34747
 7593 GATHERING DR, UNIT 809 Reunion FL 34747
 7593 GATHERING DR, UNIT 811 Reunion FL 34747
 7593 GATHERING DR, UNIT 804 Reunion FL 34747
 7593 GATHERING DR, UNIT 904 Reunion FL 34747
 7593 GATHERING DR, UNIT 1007 Reunion FL 34747
 1300 Reunion BLVD Kissimmee FL 34747
 1349 Center Court Ridge Drive Reunion FL 34747



Venture Programs – SUITELIFE Liability Enhancement Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Form

The provisions of the Commercial General Liability Coverage Part and the Common Policy Conditions form apply except as otherwise provided in this endorsement. This endorsement applies only to the extent the forms named above are included in this policy.

A. The following are added to Section I – Coverages of the Commercial General Liability Coverage Form:

COVERAGE D GOLF OR TENNIS PRO PROFESSIONAL LIABILITY

1. Insuring Agreement

We will pay for "bodily injury", "property damage", "personal and advertising injury" and medical payments arising out of the rendering or failure to render professional services in connection with the operation of your business as a provider of golf or tennis instruction, lessons or advice.

The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance.**

2. Exclusions

This insurance does not apply to:

- a. The violation of any statute, or government rule or regulation;
- b. Advice in connection with diet, cardiovascular fitness or body building;
- c. Prescribing or dispensing vitamins, diet supplements, or pharmacological products or preparations.

COVERAGE E SERVICES ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to provide facilities, goods or services as promised by you, your "employees", or a concessionaire trading under your name as part of a contract signed or authorized by you. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any failure and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance;**
- (2) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$1,000. We will then pay the amount of loss or damage in excess of \$1,000 up to the applicable limit of insurance; and
- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage E.

- b. This insurance applies only to errors in the providing of facilities, goods or services that take place or omissions in providing such goods, facilities or services that should have taken place in the "coverage territory" and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional error in providing any services or intentional failure to provide any services.
- b. "Bodily injury", "property damage" or "personal and advertising injury".
- c. Discrimination based on a guest's or invitee's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.

COVERAGE F DELIVERY ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of equipment or accessories held for sale by you, your "employees" or by a concessionaire trading under your name. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any misdelivery or failure to deliver and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**;
 - (2) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance; and
 - (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage F.
- b. This insurance applies only to deliveries that take place or that should have taken place in the "coverage territory" and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional misdelivery or failure to deliver;
- b. "Bodily injury", "property damage" or "personal and advertising injury";
- c. Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.

B. Section II – Who Is An Insured of the Commercial General Liability Coverage Form is amended to include as an insured:

- 1. Any person or organization with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises. Such person or organization is not an insured with respect to structural alterations, new construction and demolition operations performed by or for that person or organization.
- 2. Any other person who is a manager or lessor of premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and described in the Declarations. Such person or organization is not an insured with respect to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

3. Any person or organization with respect to their liability as a concessionaire trading under your name with your permission.
 4. Any person who is a golf or tennis professional and whom you retain to provide services in connection with your operation, but only with respect to liability arising out of the following activities performed on your behalf and within the scope of his or her professional contract with you:
 - a. Promotional activities including participation in golf or tennis tournaments;
 - b. Providing golf or tennis lessons;
 - c. Selling golf or tennis equipment or accessories;
 - d. Any other activity related to paragraphs a., b., or c. above.
 5. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends.
- C. COVERAGE C MEDICAL PAYMENTS** of the **Commercial General Liability Coverage Form** is amended by the following:
1. **Exclusion 2.a. Any Insured** is replaced by the following:
 - a. **Any Insured**
To any insured, except club members who are not paid a fee, salary, or other compensation.
 2. **Exclusion 2.e. Athletics Activities** is replaced by the following:
 - e. **Athletics Activities**
To a person injured while taking part in athletics, except this exclusion does not apply to those persons practicing for, participating in, or playing golf or tennis on your premises covered by this insurance.
- D. The following are added to Section III – Limits Of Insurance** of the **Commercial General Liability Coverage Form**:
1. Subject to paragraph 2. **Exclusions** under **COVERAGE D GOLF OR TENNIS PRO PROFESSIONAL LIABILITY** in Section A. above, the most we will pay for damages under **COVERAGE D GOLF OR TENNIS PRO PROFESSIONAL LIABILITY** in any one "occurrence" is the amount shown in the Supplemental Schedule.
 2. Subject to paragraph 2. **Exclusions** under **COVERAGE E SERVICES ERRORS AND OMISSIONS** in Section A. above, the most we will pay for the sum of all damages under **COVERAGE E SERVICES ERRORS AND OMISSIONS** because of all failures to provide facilities, goods or services is the amount shown in the Supplemental Schedule in any annual period starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Declarations.
 3. Subject to paragraph 2. **Exclusions** under **COVERAGE F DELIVERY ERRORS AND OMISSIONS** in Section A. above, the most we will pay for the sum of all damages under **COVERAGE F DELIVERY ERRORS AND OMISSIONS** because of all failures or misdeliveries is the amount shown in the Supplemental Schedule in any annual period starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Declarations.
- E. The following conditions replace the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** of the **Commercial General Liability Coverage Form** for Coverages E., and F., respectively:
1. **Duties In The Event Of A Services Error Or Omission**
 - a. You must see to it that we are notified as soon as practicable of an error or omission, which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the affected guests or other customers.

- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of an error or omission to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

2. Duties In The Event Of A Delivery Error Or Omission

- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the affected customer(s).
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of error or omission to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

F. The following changes are made to **Section V – DEFINITIONS** of the **Commercial General Liability Coverage Form**:

1. "Bodily injury" is replaced with the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death or mental anguish of the person sustaining injury.

2. "Personal and advertising injury" is amended to include the following:

Discrimination, harassment, or segregation, based on a person's age, color, national origin, race, religion or sex.

All other terms, conditions, provisions and exclusions of this policy remain the same.

EXTERIOR AND INTERIOR PAINTING AGREEMENT

(Reunion East CDD)

THIS AGREEMENT ("Agreement") is made and enter into effective as of February 13, 2020, between the **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "District"), a Florida community development district and local unit of special purpose government created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **KINGWOOD ORLANDO REUNION RESORT LLC** (hereinafter referred to as the "Contractor"), a Florida limited liability company, whose principal and mailing address is 400 Curie Drive, Alpharetta, Georgia 30005.

WITNESSTH:

Subject to and upon terms and conditions of this Agreement an in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) **Agreement.** This Agreement consists of this Exterior and Interior Painting Agreement and attached scope of work and quoted estimates. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation or agreements, either written or oral. The Agreement may be amended or modified only as set forth below.

(b) **Services.** The term services as used in this Agreement shall be construed to include all Services set forth in Exhibit 1 and Exhibit 2, all obligations of Contractor under this Agreement, including any addenda or special conditions, the changed services set forth therein (the "Services").

2. SCOPE OF WORK.

(a) A description of the nature and scope of Services to be performed by Contractor under this Agreement shall be as follows: The Services as generally indicated in the Contractor's estimates, attached as Exhibit 1 and Exhibit 2 hereto (the "Scope of Work").

(b) The following Exhibit is applicable to the Services:

- i. Exhibit 1, Scope of Work & Costs for Horse Stable
- ii. Exhibit 2, Scope of Work & Costs for Heritage Crossing

3. COMMENCEMENT OF SERVICES. Contractor shall commence its Services upon receipt of a Notice to Proceed and shall perform the same in accordance with any schedules set forth in these Agreement documents.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be Governmental Management Services-CF, LLC, whose mailing address is 219 E. Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District; provided, however, that the District (and not the District Manager) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. BASIS FOR COMPENSATION AND PAYMENT.

(a) Provided that the Contractor shall strictly perform all of its obligations under the Agreement, the District shall pay to Contractor

- i) forty-two thousand dollars and no cents (\$42,000.000), paid upon completion of the Services to the satisfaction of the District.
- ii) seventeen thousand dollars and no cents (\$17,000.00) paid upon completion of the Services to the satisfaction of the District.

(b) District retains the right to reduce any portion of Contractor's Scope of Work as set forth in Article 2 herein. Should this occur, a revised Scope of Work and amount due under subsection 5(a) will be agreed upon in writing by both District and Contractor.

(c) Notwithstanding anything to the contrary, the District shall not be liable for late fees or penalties for the Services.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and

to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement Documents.

7. EMPLOYEES: INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor is expected to operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

(b) Contractor hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor 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 Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida*

Statutes. Contractor agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones and handling and use of materials, vehicles and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor will provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Management Company, which is currently Governmental Management Services-CF, LLC (the "Public Records Custodian"). Contractor shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CUSTOMER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 407-841-5521, OR BY E-MAIL AT GFLINT@GMSFCL.COM OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FL 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain:

(i) Occurrence basis comprehensive general liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000 and \$2,000,000, respectively, combined single limit per occurrence, protecting it and District from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees; and

(ii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence.

(iii) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability 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. Any late fees or penalties, including those listed on the Scope of Work and Estimate are hereby deleted in their entirety.

13. INDEMNIFICATION. Contractor agrees to indemnify, save harmless and defend the District, 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 District, 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) Contractor's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or sub-contractors, in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, as governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY: MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and

its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall submit any program or routine of ongoing monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor. In the event of termination, District's sole obligation and liability to Contractor, if any, shall be to pay to Contractor that portion of the Services completed by the date of termination.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the

District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. TERM. District desires to employ the services of Contractor to perform the herein described services for a period beginning on the date as described in Article 3 and ending upon the completion of the Services.

19. NOTICES.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, facsimile, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: REUNION EAST COMMUNITY DEVELOPMENT DISTRICT
c/o Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: George Flint, District Manager

If to Contractor: Kingwood Orlando Reunion Resort
400 Curie Drive
Alpharetta, GA 30005
Attention: Manager

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

20. 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 actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. **GOVERNING LAW AND JURISDICTION.** This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. **SEVERABILITY.** In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. **NO WAIVER.** No failure by either party to insist upon the strict performance of any covenant, duty, contract 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, contract, 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, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. **NO MODIFICATION.** 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 contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. **TIME IS OF THE ESSENCE.** The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence of the Agreement.

26. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.


27. **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 contract.

[Signatures on following page]

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

CONTRACTOR:

KINGWOOD ORLANDO REUNION RESORT, a Florida limited liability company

Name: 
Print: Anthony Corl
Title: GM
Date: 2-12-20

DISTRICT:

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district


Name: 
Print: Mark Greenstein
Title: Chairman
Date: 2/13/2020

EXHIBIT 1

**SCOPE OF WORK & COSTS FOR
HORSE STABLE EXTERIOR & INTERIOR PAINTING**

Invoice

Kingwood Orlando Reunion Resort

Proposal

202

Name:Horse Stables

Location	REFERENCE	DESCRIPTION	AMOUNT
Horse Stables	Exterior/Interior Painting	Pressure wash exterior/interior of Building , Dumpster areas. Repair stucco damage that will be identified by CDD Painting includes all walls, collums, and trim around windows & doors, includes caulking of trim and cracks as needed. Includes all exterior walls , doors, trim and dormers on roof Paint will include two coats of paint, first coat will be Primer coat of SW product, second coat will be SW Emerald exterior, Doors will be oil base DTM , Price refeclts normal working hours, Time frame to be determined	\$ 42,000.00
Balance Due:			\$ 42,000.00

KWR Kingwood Orlando Reunion Resort
7593 Gathering Drive
Kissimmee, FL 34747
TAX ID # 32-0596109

EXHIBIT 2

**SCOPE OF WORK & COSTS FOR
HERITAGE CROSSING EXTERIOR PAINTING**

Invoice

Kingwood Orlando Reunion Resort***Proposal***

201

Name:Heritage Crossing

<i>Location</i>	<i>REFERENCE</i>	<i>DESCRIPTION</i>	<i>AMOUNT</i>
Heritage Crossing	Exterior Painting	Pressure wash exterior of Building , Valet , Dumpster areas and back of house drive way, Repair stucco damage that will be identified by CDD Painting includes all walls, collums, and trim around windows & doors, includes caulking of trim and cracks as needed. Includes all exterior walls , doors, trim and dormers on roof Paint will include two coats of paint, first coat will be Primer coat of SW product, second coat will be SW Emerald exterior, Doors will be oil base DTM , Price refelcts normal working hours, Time frame to be determined	\$ 17,000.00
Balance Due:			\$ 17,000.00

KWR Kingwood Orlando Reunion Resort
7593 Gathering Drive
Kissimmee, FL 34747
TAX ID # 32-0596109



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PointeNorth Insurance Group, LLC 3500 Blue Lake Drive Suite 195 Birmingham AL 35243	CONTACT NAME: Karen King PHONE (A/C, No, Ext): (770) 858-7540 FAX (A/C, No): (770) 858-7545 E-MAIL ADDRESS: certificates@pointenorthins.com Account # 73909																					
INSURED Kingwood Orlando Reunion Resort LLC, DBA: Reunion 401 Country Club Dr Clayton GA 30525	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Zurich Insurance Company</td> <td></td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee and Liability Ins. Co.</td> <td></td> <td>26247</td> </tr> <tr> <td>INSURER C: ACE USA Excess Casualty</td> <td></td> <td></td> </tr> <tr> <td>INSURER D: Zenith Insurance Company</td> <td></td> <td>13269</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Zurich Insurance Company		16535	INSURER B: American Guarantee and Liability Ins. Co.		26247	INSURER C: ACE USA Excess Casualty			INSURER D: Zenith Insurance Company		13269	INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: FL 20-21 Umb X2-28-20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: BI & PD - \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	GLO0303369-01	01/31/2020	01/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 GCAP Pest/Herbicid \$ 1,000,000						
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BAP0303370-01	01/31/2020	01/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garage Keepers Comp \$			
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								PUMB18-A-G27655087	01/31/2019	02/28/2020	EACH OCCURRENCE \$ 300,000,000 AGGREGATE \$ 300,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below											Z135625102

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations Per Acord 101

CERTIFICATE HOLDER

CANCELLATION

 Reunion East Community Development District
 219 E Livingston Street

Orlando

FL 32801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 00073909

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**

Page ____ of ____

AGENCY PointeNorth Insurance Group, LLC		NAMED INSURED Kingwood Orlando Reunion Resort LLC, DBA: Reunion
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: NotesCertificate Holder Continued:
c/o Governmental Management Services-
Central Florida LLC

Additional Named Insureds**Other Named Insureds**

KWR Security LLC

Limited Liability Company, Insured Multiple Names

Orlando Reunion Development LLC

Limited Liability Company, Insured Multiple Names

ADDITIONAL COVERAGES

Ref #	Description Liquor Liability	Coverage Code LIQUR	Form No.	Edition Date
Limit 1 1,000,000	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description Employee Benefits	Coverage Code EBLIA	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 1,000,000	Limit 3	Deductible Amount 1,000	Deductible Type
Premium				

Ref #	Description Abuse and Molestation	Coverage Code	Form No.	Edition Date
Limit 1 1,000,000	Limit 2 1,000,000	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

Ref #	Description	Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Premium				

OFADTLCV				
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AGENCY CUSTOMER ID: 00073909

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY PointeNorth Insurance Group, LLC		NAMED INSURED Kingwood Orlando Reunion Resort LLC, DBA: Reunion	
POLICY NUMBER			
CARRIER	NAIC CODE		
EFFECTIVE DATE:			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

1300 Reunion Blvd Kissimmee FL 34747
 1351 Center Court Ridge Drive Reunion FL 34747
 1364 Seven Eagle Court Reunion FL 34747
 1369 Center Court Ridge Drive Reunion FL 34747
 1590 Reunion Blvd 300 Kissimmee FL 34747
 7300 Osceola Polk Line Rd Davenport FL 33896
 7385 Osceola Polk Line Rd. Davenport FL 33896
 7400 Osceola Polk Line Rd. Davenport FL 33896
 7450 Sparkling Court #300 Reunion FL 34747
 7593 Gathering Drive Reunion FL 34747
 7616 Cabana Court Kissimmee FL 34747
 7650 Whisper Way Kissimmee FL 34747
 7652 Whisper Way Kissimmee FL 34747
 7656 Whisper Way Kissimmee FL 34747
 7658 Whisper Way Kissimmee FL 34747
 7660 Whisper Way Kissimmee FL 34747
 7662 Whisper Way Kissimmee FL 34747
 7659 Whisper Way Kissimmee FL 34747
 7651 Whisper Way Kissimmee FL 34747
 7599 Gathering Dr. Reunion FL 34747
 7600 Gathering Drive Reunion FL 34747
 7609 Gathering Drive Reunion FL 34747
 7654 Whisper Way #300
 7664 Heritage Crossing Way Kissimmee FL 34747
 7681 Traditions Blvd F Kissimmee FL 34747
 7715 Heritage Crossing Way Kissimmee FL 34747
 7720 Excitement Dr Reunion FL 34747
 7861 Tradition Blvd Kissimmee FL 34747
 7621 Sandy Ridge Dr. Kissimmee FL 34747
 1115 Sunset View Circle Kissimmee FL 34747
 7614 Cabana Court Kissimmee FL 34747
 1369 Center Court Ridge Kissimmee FL 34747
 Center Ridge Court Kissimmee FL 34747
 Sandy Ridge Dr. Kissimmee FL 34747
 Cabana Court Kissimmee FL 34747
 7593 GATHERING DR, UNIT 202 Reunion FL 34747
 7593 GATHERING DR, UNIT 201 Reunion FL 34747
 7593 GATHERING DR, UNIT 204 Reunion FL 34747
 7593 GATHERING DR, UNIT 205 Reunion FL 34747
 7593 GATHERING DR, UNIT 207 Reunion FL 34747
 7593 GATHERING DR, UNIT 211 Reunion FL 34747
 7593 GATHERING DR, UNIT 208 Reunion FL 34747
 7593 GATHERING DR, UNIT 302 Reunion FL 34747
 7593 GATHERING DR, UNIT 305 Reunion FL 34747
 7593 GATHERING DR, UNIT 304 Reunion FL 34747
 7593 GATHERING DR, UNIT 411 Reunion FL 34747
 7593 GATHERING DR, UNIT 408 Reunion FL 34747
 7593 GATHERING DR, UNIT 404 Reunion FL 34747
 7593 GATHERING DR, UNIT 506 Reunion FL 34747
 7593 GATHERING DR, UNIT 605 Reunion FL 34747
 7593 GATHERING DR, UNIT 606 Reunion FL 34747
 7593 GATHERING DR, UNIT 604 Reunion FL 34747
 7593 GATHERING DR, UNIT 805 Reunion FL 34747
 7593 GATHERING DR, UNIT 809 Reunion FL 34747
 7593 GATHERING DR, UNIT 811 Reunion FL 34747
 7593 GATHERING DR, UNIT 804 Reunion FL 34747
 7593 GATHERING DR, UNIT 904 Reunion FL 34747
 7593 GATHERING DR, UNIT 1007 Reunion FL 34747
 1300 Reunion BLVD Kissimmee FL 34747
 1349 Center Court Ridge Drive Reunion FL 34747



Venture Programs – SUITELIFE Liability Enhancement Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Form

The provisions of the Commercial General Liability Coverage Part and the Common Policy Conditions form apply except as otherwise provided in this endorsement. This endorsement applies only to the extent the forms named above are included in this policy.

A. The following are added to Section I – Coverages of the Commercial General Liability Coverage Form:

COVERAGE D GOLF OR TENNIS PRO PROFESSIONAL LIABILITY

1. Insuring Agreement

We will pay for "bodily injury", "property damage", "personal and advertising injury" and medical payments arising out of the rendering or failure to render professional services in connection with the operation of your business as a provider of golf or tennis instruction, lessons or advice.

The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance.**

2. Exclusions

This insurance does not apply to:

- a. The violation of any statute, or government rule or regulation;
- b. Advice in connection with diet, cardiovascular fitness or body building;
- c. Prescribing or dispensing vitamins, diet supplements, or pharmacological products or preparations.

COVERAGE E SERVICES ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to provide facilities, goods or services as promised by you, your "employees", or a concessionaire trading under your name as part of a contract signed or authorized by you. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any failure and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance;**
- (2) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$1,000. We will then pay the amount of loss or damage in excess of \$1,000 up to the applicable limit of insurance; and
- (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage E.

- b. This insurance applies only to errors in the providing of facilities, goods or services that take place or omissions in providing such goods, facilities or services that should have taken place in the "coverage territory" and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional error in providing any services or intentional failure to provide any services.
- b. "Bodily injury", "property damage" or "personal and advertising injury".
- c. Discrimination based on a guest's or invitee's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.

COVERAGE F DELIVERY ERRORS AND OMISSIONS

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of a failure to deliver or a misdelivery of equipment or accessories held for sale by you, your "employees" or by a concessionaire trading under your name. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for delivery errors and omissions to which this insurance does not apply. We may, at our discretion, investigate the circumstances of any misdelivery or failure to deliver and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in **Section III – Limits Of Insurance**;
 - (2) We will not pay for loss or damage in any one "occurrence" until the amount of loss or damage exceeds \$250. We will then pay the amount of loss or damage in excess of \$250 up to the applicable limit of insurance; and
 - (3) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage F.
- b. This insurance applies only to deliveries that take place or that should have taken place in the "coverage territory" and during the policy period.

2. Exclusions

This insurance does not apply to:

- a. Intentional misdelivery or failure to deliver;
- b. "Bodily injury", "property damage" or "personal and advertising injury";
- c. Discrimination based on a customer's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.

B. Section II – Who Is An Insured of the Commercial General Liability Coverage Form is amended to include as an insured:

- 1. Any person or organization with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises. Such person or organization is not an insured with respect to structural alterations, new construction and demolition operations performed by or for that person or organization.
- 2. Any other person who is a manager or lessor of premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and described in the Declarations. Such person or organization is not an insured with respect to:
 - a. Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

3. Any person or organization with respect to their liability as a concessionaire trading under your name with your permission.
 4. Any person who is a golf or tennis professional and whom you retain to provide services in connection with your operation, but only with respect to liability arising out of the following activities performed on your behalf and within the scope of his or her professional contract with you:
 - a. Promotional activities including participation in golf or tennis tournaments;
 - b. Providing golf or tennis lessons;
 - c. Selling golf or tennis equipment or accessories;
 - d. Any other activity related to paragraphs a., b., or c. above.
 5. Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured ends when their contract or agreement with you for such leased equipment ends.
- C. COVERAGE C MEDICAL PAYMENTS** of the **Commercial General Liability Coverage Form** is amended by the following:
1. **Exclusion 2.a. Any Insured** is replaced by the following:
 - a. **Any Insured**
To any insured, except club members who are not paid a fee, salary, or other compensation.
 2. **Exclusion 2.e. Athletics Activities** is replaced by the following:
 - e. **Athletics Activities**
To a person injured while taking part in athletics, except this exclusion does not apply to those persons practicing for, participating in, or playing golf or tennis on your premises covered by this insurance.
- D. The following are added to Section III – Limits Of Insurance** of the **Commercial General Liability Coverage Form**:
1. Subject to paragraph 2. **Exclusions** under **COVERAGE D GOLF OR TENNIS PRO PROFESSIONAL LIABILITY** in Section A. above, the most we will pay for damages under **COVERAGE D GOLF OR TENNIS PRO PROFESSIONAL LIABILITY** in any one "occurrence" is the amount shown in the Supplemental Schedule.
 2. Subject to paragraph 2. **Exclusions** under **COVERAGE E SERVICES ERRORS AND OMISSIONS** in Section A. above, the most we will pay for the sum of all damages under **COVERAGE E SERVICES ERRORS AND OMISSIONS** because of all failures to provide facilities, goods or services is the amount shown in the Supplemental Schedule in any annual period starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Declarations.
 3. Subject to paragraph 2. **Exclusions** under **COVERAGE F DELIVERY ERRORS AND OMISSIONS** in Section A. above, the most we will pay for the sum of all damages under **COVERAGE F DELIVERY ERRORS AND OMISSIONS** because of all failures or misdeliveries is the amount shown in the Supplemental Schedule in any annual period starting with the beginning of the policy period shown in the Declarations. This limit applies separately to each premises described in the Declarations.
- E. The following conditions replace the Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition** under **Section IV – Commercial General Liability Conditions** of the **Commercial General Liability Coverage Form** for Coverages E., and F., respectively:
1. **Duties In The Event Of A Services Error Or Omission**
 - a. You must see to it that we are notified as soon as practicable of an error or omission, which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the affected guests or other customers.

- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable. You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization, which may be liable to the insured because of an error or omission to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

2. Duties In The Event Of A Delivery Error Or Omission

- a. You must see to it that we are notified as soon as practicable of an error or omission which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the error or omission took place; and
 - (2) The names and addresses of the affected customer(s).
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in our investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of error or omission to which this insurance may apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

F. The following changes are made to **Section V – DEFINITIONS** of the **Commercial General Liability Coverage Form**:

- 1. "Bodily injury" is replaced with the following:
 "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death or mental anguish of the person sustaining injury.
- 2. "Personal and advertising injury" is amended to include the following:
 Discrimination, harassment, or segregation, based on a person's age, color, national origin, race, religion or sex.

All other terms, conditions, provisions and exclusions of this policy remain the same.

PARKING AND TOWING ENFORCEMENT AGREEMENT
(Reunion East)

THIS PARKING AND TOWING ENFORCEMENT AGREEMENT (this “Agreement”) is effective as of the 13th day of February, 2020, by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida (the “District”), and **REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.** a Florida not-for-profit corporation (the “HOA”).

RECITALS

WHEREAS, the District 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.

WHEREAS, the HOA is the homeowner’s association responsible for enforcement of certain covenants, restrictions and conditions within the Reunion East development; and

WHEREAS, the District owns certain real property within the Reunion East development (collectively, the “District Property”), a map of which is attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, the District has, as authorized by Chapter 190, *Florida Statutes*, adopted certain rules and policies relating to parking and towing (“Parking and Towing Rules”) pursuant to Resolution 2020-04, approved after a public hearing conducted on December 19, 2019, attached hereto and incorporated herein as **Exhibit “B”**; and

WHEREAS, the District’s residents and guests benefit from the enforcement of the Parking and Towing Rules within the District.

WHEREAS, the District desires the benefit from the enforcement of the District’s Parking and Towing Rules as set forth in this Agreement, and the HOA is willing to provide such enforcement of the District’s Parking and Towing Rules directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on February 10, 2020 and ending on September 31, 2023. At the end of this initial term, the Agreement shall be extended automatically for a period of three (3) years; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the District.

3. Acceptance of Parking and Towing Enforcement Responsibility. The District hereby retains the HOA to render the enforcement of Parking and Towing Rules herein stated in accordance with the standards set forth herein, and the HOA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement. The HOA shall take no actions inconsistent with Florida law, rules and regulations, pertaining to the District, including, but not limited to, public access requirements.

4. Specific Authority. The District hereby grants to the HOA the power and authority to provide, either directly or through a sub-operator(s), the District's Parking and Towing Rules, which shall include, but is not limited to, surveillance, monitoring and patrolling of, the District Property.

5. Delegation. The HOA may retain a sub-operator(s), such as a professional towing company or other qualified operator, including, without limitation, an affiliate of the HOA, to perform some or all of its duties with respect to the District Property and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the HOA and any sub-operator(s) (as applicable, the "Sub-Operator"). It shall be the responsibility of the HOA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the HOA under this Agreement. Should the HOA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the HOA hereunder, then any reference, where applicable, to the HOA in this Agreement shall automatically refer to the Sub-Operator. Any towing operator contracted hereunder shall comply with all authorization, notice and procedural requirements contained in Section 715.07, *Florida Statutes*. Further, selection of the towing operator must be from the approved list of towing operators maintained by the City of Orlando, or other local government having jurisdiction over the District property.

6. No Compensation. The District and HOA acknowledge that both parties benefit from the enforcement of Parking and Towing Enforcement. Therefore, there shall be no compensation hereunder for the Services (as defined below) provided by the HOA.

7. Services Provided by the HOA. The HOA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the District Property are provided with the Parking and Towing enforcement ("Services"), in accordance with the District's parking and towing rules, as adopted by Resolution 2020-04 and as may be amended from time to time.

8. Employees; Independent HOA Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the

HOA, including the Sub-Operator, are the sole responsibility of such entities retained by the HOA. Any entity retained by the HOA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the HOA shall be an independent contractor and not an employee of the District, and any Sub-Operator(s) or entity retained by the HOA to perform the Services shall only have contractual privity with the HOA and shall not be an employee or an independent contractor of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and the HOA. The HOA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

9. Insurance.

(a) In the event the HOA undertakes to directly provide the Services to the District, the HOA shall obtain and keep in force at HOA's expense all of the insurance policies listed below. 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 District. The HOA shall furnish certificates of insurance to the District prior to the commencement of the Services, naming the District as an additional insured, and the HOA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the HOA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the District. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The HOA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The HOA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The HOA agrees to acquire and maintain such other insurance as may be reasonably required by the District during the term of this Agreement.

In the event the HOA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the HOA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 9; however, the HOA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The District shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the HOA or a Sub-Operator. Acceptance by the District of any evidence of insurance submitted by the HOA does not relieve or decrease in any manner the liability of the HOA for performance of the Services in accordance with the terms and conditions hereof.

(c) The District hereby agrees to maintain an insurance policy insuring against comprehensive general liability with coverage limits as permitted by Florida law throughout the term of this Agreement.

10. Licenses, Transfers. The HOA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the HOA, if possible. In the event the HOA is in default under this Agreement and/or this Agreement is terminated by the District, the HOA agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation), at the District's expense, all permits and licenses which may be held by the HOA as are necessary to provide the Services, to the District or, at the District's sole option, to the District's nominee.

11. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated by the District upon a material breach of this Agreement by the HOA, which breach is not cured within ten (10) days after receipt of written notice thereof from the District.

12. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

District: Governmental Management Services, L.L.C.
RE: Reunion East Community Development District
219 E. Livingston Street
Orlando, FL 32801
Attention: District Manager

and a copy to: Latham, Luna, Eden & Beaudine.
111 N. Magnolia Ave, Suite 1400
Orlando, Florida 32801
Attention: District Counsel

HOA: Reunion Resort & Club of Orlando Master Association, Inc.

8390 ChampionsGate Blvd., Sk 304
ChampionsGate, FL 33896

and a copy to:

13. Indemnification. Except for matters specified in Section 15, the HOA agrees to indemnify, save harmless and defend the District, their 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 District, 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) the HOA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the HOA, its agents, employees or subcontractors, in the performance of this Agreement.

14. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the HOA and any Sub-Operator(s) the HOA may retain to provide the Services.

(a) At all times, the HOA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the District, including, but not limited to, the authorization, notice and procedural requirements of Section 715.07, *Florida Statutes*, and the Parking and Towing Rules, a copy of which is attached hereto as Exhibit "B", as may be amended from time to time.

(b) The HOA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District Property are located, at the HOA's sole cost and expense, and the HOA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the HOA, unless specifically instructed by the District or the District Manager that it intends to contest such orders or requirements and that the HOA shall not comply with the same. The HOA shall provide immediate notice to the District Manager, which shall in turn notify the District within two (2) business days, of any such orders or requirements upon receipt of same.

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

(d) The HOA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the District Property except in quantities reasonably necessary to carry out its duties under this Agreement. The HOA shall hold the District harmless from any fines, penalties, costs and damages resulting from the HOA's failure to do so. The HOA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the HOA shall be responsible for the payment of any associated fines or penalties.

(e) The HOA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such state or federal legislation related to its performance of the Services; provided, however, that the District shall be solely responsible for such compliance in respect of the improvements constituting the District Property.

15. Ownership of Books and Records & Public Records.

(a) HOA understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, HOA agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. HOA acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently GMS – Central Florida (the "Public Records Custodian"). HOA shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the HOA does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT GFLINT@GMSCFL.COM OR BY

REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

16. Maintenance of District Property. The District shall be responsible for the maintenance of all District Property. However, the HOA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items as deemed necessary or desirable for the HOA or Sub-Operator to provide the Services contemplated hereunder. In addition, the HOA or the Sub-Operator shall maintain a current inventory of all items or assets owned by the HOA or the Sub-Operator which are installed, placed or stored on District Property, but these items and assets shall at all times remain the property of the HOA or the Sub-Operator, as the case may be.

17. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability 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.

18. Third Party Beneficiaries. The Services provided under this Agreement are solely for the benefit of the District 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 District.

19. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

20. No Waiver. 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.

21. 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) Except as set forth herein, the HOA may not assign this Agreement or any of the rights and duties expressed herein except with the District Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

(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 HOA and the District 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. 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.


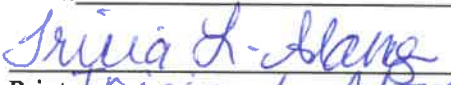
(g) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
PARKING AND TOWING ENFORCEMENT AGREEMENT**

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.

WITNESSES:


Print: _____

Print: Tricia L. Adams

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Print: _____
Title: _____

WITNESSES:

Print: _____

Print: _____

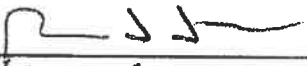

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.** a Florida not-for-profit corporation

By: _____
Print: _____
Title: _____

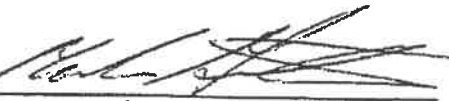
**SIGNATURE PAGE TO
PARKING AND TOWING ENFORCEMENT AGREEMENT**

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.


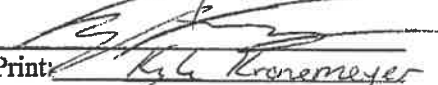
WITNESSES:


Print: George Flint

Print: MARIA R. ADAMS

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Print: Mark Greenstein
Title: Chairman

WITNESSES:


Print: Anthony Carril

Print: Kyle Kronmeyer

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC. a Florida not-for-profit corporation**


By: 
Print: RICHARD NASSEN
Title: Pres

EXHIBIT "A"

MAP OF DISTRICT PROPERTY



EXHIBIT "B"

PARKING AND TOWING RULES

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT PARKING AND TOWING RULES

Adopted December 19, 2019 (Resolution 2020-04)

- 1.0 Parking and Towing. The rules and regulations of this Section 1.0 are hereby adopted by the Reunion East Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules."
- 1.1 Applicability. The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of -Way"), as generally depicted on the parking and towing map shown in Appendix 1.0 (the "Parking and Towing Map"), which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
- 1.2 District Parking Lots or Areas. Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Heritage Crossing Clubhouse parking lot and Parking Areas throughout the community on District property. Parking within the Heritage Crossing Clubhouse parking lot shall be on a first come, first served basis for individuals utilizing the Heritage Crossing Clubhouse during Heritage Crossing Clubhouse operating hours. No trailers shall be parked in the Heritage Crossing Clubhouse parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.
- 1.3 On-Street Parking.
 - 1.3.1 On-street parking in the District is limited to one designated side of the street in those areas as marked in the District Parking and Towing Map attached hereto as Appendix 1.0, parking in the non-designated side of the street shall be prohibited, in addition the following prohibitions apply through the District:
 - (a) Guests and visitors shall follow all parking rules and regulations, including those of Osceola County and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.
 - (b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible

equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dual-wheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale.

(c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.

(d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

(e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.

1.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 1.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to any mailboxes.

1.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area.

1.3.4 Vehicles temporarily parked in accordance with Section 1.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Area. In addition, vehicles temporarily parked in accordance with Section 1.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.

1.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area, and shall immediately be removed.

1.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area.

1.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area shall be used as a domicile or residence either temporarily or permanently.

1.4 Parking in Other Areas of the District. Parking of any vehicle or trailer, including but not limited to those referenced in Section 1.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

1.5 Enforcement

1.5.1 Towing. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Vehicles Nothing herein shall be interpreted to prevent the District from issuing warnings or from implementing an administrative grace period.

1.5.2 Suspension and Termination of Privileges. A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

1.6 Suspension of Rules. The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

1.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

1.8 Vehicle Repairs. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lot or Parking Area, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

1.9 Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

Appendix 1.0

District Parking and Towing Map

[ATTACHED BELOW]

LATHAM, LUNA, EDEN & BEAUDINE, LLP
ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
MICHAEL G. CANDIOTTI
JAN ALBANESE CARPENTER
DANIEL H. COULTOFF
JENNIFER S. EDEN
DOROTHY F. GREEN
JOSHUA D. GROSSHANS
JOSHUA L. HAWES
BRUCE D. KNAPP

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ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
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PETER G. LATHAM
MARC L. LEVINE
*JUSTIN M. LUNA
MOLLY A. MAGGIANO
PATRICIA R. McCONNELL
LORI T. MILVAIN
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ
*FRANK M. WOLFF

September 4, 2020

* BOARD CERTIFIED
BUSINESS BANKRUPTCY ATTORNEY

U.S. Certified Mail Return Receipt Requested

Reunion Resort & Club of Orlando Master Association, Inc.
8390 Champions Gate Boulevard., Suite 304
Championsgate, Florida 33896

***Re: Notice Regarding Parking and Towing Enforcement Agreement
Reunion East Community Development District***

Dear Sir/Madam:

Please be advised that our office represents the Reunion East Community Development District (the "District"). The District entered into a Parking and Towing Enforcement Agreement with the Reunion Resort & Club of Orlando Master Association, Inc., effective February 13, 2020 (the "Agreement"). A copy of the Agreement is enclosed for reference.

The District's Board of Supervisors recently amended the *Reunion East Community Development Parking and Towing Rules* on August 13, 2020 to add areas that the District's parking and towing rules apply to (the "Amended Parking and Towing Rules"). A copy of the Amended Parking and Towing Rules is attached. Appendix 5.0 of the Amended and Parking and Towing Rules provides a map of the additional areas that the District's parking and towing rules apply to (the "Additional Areas").

Pursuant to paragraph 7 of the Agreement, this letter provides notice of the Additional Areas for which the Services under the Agreement should be provided on. Please contact the undersigned with any questions, concerns or objections to this notice and/or the Additional Areas.

Sincerely,

/s/ **Kristen E. Trucco**

Kristen E. Trucco

JAC/KET
Enclosures

cc: George Flint, Governmental Management Services- Central Florida, LLC – District Manager

PARKING AND TOWING ENFORCEMENT AGREEMENT
(Reunion East)

THIS PARKING AND TOWING ENFORCEMENT AGREEMENT (this “Agreement”) is effective as of the 13th day of February, 2020, by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida (the “District”), and **REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.** a Florida not-for-profit corporation (the “HOA”).

RECITALS

WHEREAS, the District 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.

WHEREAS, the HOA is the homeowner’s association responsible for enforcement of certain covenants, restrictions and conditions within the Reunion East development; and

WHEREAS, the District owns certain real property within the Reunion East development (collectively, the “District Property”), a map of which is attached hereto and incorporated herein as “Exhibit A”; and

WHEREAS, the District has, as authorized by Chapter 190, *Florida Statutes*, adopted certain rules and policies relating to parking and towing (“Parking and Towing Rules”) pursuant to Resolution 2020-04, approved after a public hearing conducted on December 19, 2019, attached hereto and incorporated herein as **Exhibit “B”**; and

WHEREAS, the District’s residents and guests benefit from the enforcement of the Parking and Towing Rules within the District.

WHEREAS, the District desires the benefit from the enforcement of the District’s Parking and Towing Rules as set forth in this Agreement, and the HOA is willing to provide such enforcement of the District’s Parking and Towing Rules directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on February 10, 2020 and ending on September 31, 2023. At the end of this initial term, the Agreement shall be extended automatically for a period of three (3) years; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the District.

3. Acceptance of Parking and Towing Enforcement Responsibility. The District hereby retains the HOA to render the enforcement of Parking and Towing Rules herein stated in accordance with the standards set forth herein, and the HOA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement. The HOA shall take no actions inconsistent with Florida law, rules and regulations, pertaining to the District, including, but not limited to, public access requirements.

4. Specific Authority. The District hereby grants to the HOA the power and authority to provide, either directly or through a sub-operator(s), the District's Parking and Towing Rules, which shall include, but is not limited to, surveillance, monitoring and patrolling of, the District Property.

5. Delegation. The HOA may retain a sub-operator(s), such as a professional towing company or other qualified operator, including, without limitation, an affiliate of the HOA, to perform some or all of its duties with respect to the District Property and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the HOA and any sub-operator(s) (as applicable, the "Sub-Operator"). It shall be the responsibility of the HOA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the HOA under this Agreement. Should the HOA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the HOA hereunder, then any reference, where applicable, to the HOA in this Agreement shall automatically refer to the Sub-Operator. Any towing operator contracted hereunder shall comply with all authorization, notice and procedural requirements contained in Section 715.07, *Florida Statutes*. Further, selection of the towing operator must be from the approved list of towing operators maintained by the City of Orlando, or other local government having jurisdiction over the District property.

6. No Compensation. The District and HOA acknowledge that both parties benefit from the enforcement of Parking and Towing Enforcement. Therefore, there shall be no compensation hereunder for the Services (as defined below) provided by the HOA.

7. Services Provided by the HOA. The HOA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the District Property are provided with the Parking and Towing enforcement ("Services"), in accordance with the District's parking and towing rules, as adopted by Resolution 2020-04 and as may be amended from time to time.

8. Employees; Independent HOA Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the

HOA, including the Sub-Operator, are the sole responsibility of such entities retained by the HOA. Any entity retained by the HOA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the HOA shall be an independent contractor and not an employee of the District, and any Sub-Operator(s) or entity retained by the HOA to perform the Services shall only have contractual privity with the HOA and shall not be an employee or an independent contractor of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and the HOA. The HOA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

9. Insurance.

(a) In the event the HOA undertakes to directly provide the Services to the District, the HOA shall obtain and keep in force at HOA's expense all of the insurance policies listed below. 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 District. The HOA shall furnish certificates of insurance to the District prior to the commencement of the Services, naming the District as an additional insured, and the HOA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the HOA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the District. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The HOA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The HOA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The HOA agrees to acquire and maintain such other insurance as may be reasonably required by the District during the term of this Agreement.

In the event the HOA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the HOA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 9; however, the HOA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The District shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the HOA or a Sub-Operator. Acceptance by the District of any evidence of insurance submitted by the HOA does not relieve or decrease in any manner the liability of the HOA for performance of the Services in accordance with the terms and conditions hereof.

(c) The District hereby agrees to maintain an insurance policy insuring against comprehensive general liability with coverage limits as permitted by Florida law throughout the term of this Agreement.

10. Licenses, Transfers. The HOA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the HOA, if possible. In the event the HOA is in default under this Agreement and/or this Agreement is terminated by the District, the HOA agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation), at the District's expense, all permits and licenses which may be held by the HOA as are necessary to provide the Services, to the District or, at the District's sole option, to the District's nominee.

11. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated by the District upon a material breach of this Agreement by the HOA, which breach is not cured within ten (10) days after receipt of written notice thereof from the District.

12. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

District: Governmental Management Services, L.L.C.
RE: Reunion East Community Development District
219 E. Livingston Street
Orlando, FL 32801
Attention: District Manager

and a copy to: Latham, Luna, Eden & Beaudine.
111 N. Magnolia Ave, Suite 1400
Orlando, Florida 32801
Attention: District Counsel

HOA: Reunion Resort & Club of Orlando Master Association, Inc.

8390 ChampionsGate Blvd., Sk 304
ChampionsGate, FL 33896

and a copy to:

13. Indemnification. Except for matters specified in Section 15, the HOA agrees to indemnify, save harmless and defend the District, their 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 District, 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) the HOA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the HOA, its agents, employees or subcontractors, in the performance of this Agreement.

14. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the HOA and any Sub-Operator(s) the HOA may retain to provide the Services.

(a) At all times, the HOA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the District, including, but not limited to, the authorization, notice and procedural requirements of Section 715.07, *Florida Statutes*, and the Parking and Towing Rules, a copy of which is attached hereto as Exhibit "B", as may be amended from time to time.

(b) The HOA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District Property are located, at the HOA's sole cost and expense, and the HOA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the HOA, unless specifically instructed by the District or the District Manager that it intends to contest such orders or requirements and that the HOA shall not comply with the same. The HOA shall provide immediate notice to the District Manager, which shall in turn notify the District within two (2) business days, of any such orders or requirements upon receipt of same.

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

(d) The HOA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the District Property except in quantities reasonably necessary to carry out its duties under this Agreement. The HOA shall hold the District harmless from any fines, penalties, costs and damages resulting from the HOA's failure to do so. The HOA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the HOA shall be responsible for the payment of any associated fines or penalties.

(e) The HOA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such state or federal legislation related to its performance of the Services; provided, however, that the District shall be solely responsible for such compliance in respect of the improvements constituting the District Property.

15. Ownership of Books and Records & Public Records.

(a) HOA understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, HOA agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. HOA acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently GMS – Central Florida (the "Public Records Custodian"). HOA shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the HOA does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT GFLINT@GMSCFL.COM OR BY

REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN: DISTRICT PUBLIC RECORDS CUSTODIAN.

16. Maintenance of District Property. The District shall be responsible for the maintenance of all District Property. However, the HOA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items as deemed necessary or desirable for the HOA or Sub-Operator to provide the Services contemplated hereunder. In addition, the HOA or the Sub-Operator shall maintain a current inventory of all items or assets owned by the HOA or the Sub-Operator which are installed, placed or stored on District Property, but these items and assets shall at all times remain the property of the HOA or the Sub-Operator, as the case may be.

17. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability 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.

18. Third Party Beneficiaries. The Services provided under this Agreement are solely for the benefit of the District 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 District.

19. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

20. No Waiver. 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.

21. 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) Except as set forth herein, the HOA may not assign this Agreement or any of the rights and duties expressed herein except with the District Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

(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 HOA and the District 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. 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) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.


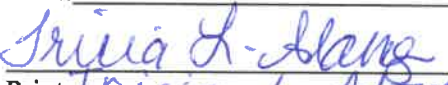
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
PARKING AND TOWING ENFORCEMENT AGREEMENT**

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.

WITNESSES:

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**


Print: _____

Print: Tricia L. Adams

By: 
Print: _____
Title: _____

WITNESSES:

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.** a Florida not-for-profit corporation

Print: _____



Print: _____

By: _____
Print: _____
Title: _____


**SIGNATURE PAGE TO
PARKING AND TOWING ENFORCEMENT AGREEMENT**

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.



WITNESSES:


Print: George Flint

Print: MARIA R. ADAMS

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Print: Mark Greenstein
Title: Chairman

WITNESSES:


Print: Anthony Carril

Print: Kyle Kronmeyer

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC. a Florida not-for-profit corporation**


By: 
Print: RICHARD NASSEN
Title: Pres

EXHIBIT "A"

MAP OF DISTRICT PROPERTY



EXHIBIT "B"

PARKING AND TOWING RULES

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT PARKING AND TOWING RULES

Adopted December 19, 2019 (Resolution 2020-04)

- 1.0 Parking and Towing. The rules and regulations of this Section 1.0 are hereby adopted by the Reunion East Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules."
- 1.1 Applicability. The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of -Way"), as generally depicted on the parking and towing map shown in Appendix 1.0 (the "Parking and Towing Map"), which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
- 1.2 District Parking Lots or Areas. Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Heritage Crossing Clubhouse parking lot and Parking Areas throughout the community on District property. Parking within the Heritage Crossing Clubhouse parking lot shall be on a first come, first served basis for individuals utilizing the Heritage Crossing Clubhouse during Heritage Crossing Clubhouse operating hours. No trailers shall be parked in the Heritage Crossing Clubhouse parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.
- 1.3 On-Street Parking.
 - 1.3.1 On-street parking in the District is limited to one designated side of the street in those areas as marked in the District Parking and Towing Map attached hereto as Appendix 1.0, parking in the non-designated side of the street shall be prohibited, in addition the following prohibitions apply through the District:
 - (a) Guests and visitors shall follow all parking rules and regulations, including those of Osceola County and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.
 - (b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible

equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dual-wheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale.

(c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.

(d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

(e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.

1.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 1.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to any mailboxes.

1.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area.

1.3.4 Vehicles temporarily parked in accordance with Section 1.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Area. In addition, vehicles temporarily parked in accordance with Section 1.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.

1.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area, and shall immediately be removed.

1.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area.

1.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area shall be used as a domicile or residence either temporarily or permanently.

1.4 Parking in Other Areas of the District. Parking of any vehicle or trailer, including but not limited to those referenced in Section 1.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

1.5 Enforcement

1.5.1 Towing. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Vehicles Nothing herein shall be interpreted to prevent the District from issuing warnings or from implementing an administrative grace period.

1.5.2 Suspension and Termination of Privileges. A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

1.6 Suspension of Rules. The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

1.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

1.8 Vehicle Repairs. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lot or Parking Area, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

1.9 Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

Appendix 1.0

District Parking and Towing Map

[ATTACHED BELOW]

REUNION EAST COMMUNITY DEVELOPMENT DISTRICT

CHAPTER V

PARKING AND TOWING RULES

Parking and Towing Rules adopted December 19, 2019 by Resolution 2020-04
Revised as of August 13, 2020 by Resolution 2020-08

- 5.0 Parking and Towing. The rules and regulations of this Chapter V are hereby adopted by the Reunion East Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules"
- 5.1 Applicability. The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District right-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of-Way"), as generally depicted on the parking and towing maps shown in Appendix 5.0 (the "**Parking and Towing Maps – Revised August 13, 2020**"), which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
- 5.2 District Parking Lots or Areas. Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Heritage Crossing Clubhouse parking lot and Parking Areas throughout the community on District property. Parking within the Heritage Crossing Clubhouse parking lot shall be on a first come, first served basis for individuals utilizing the Heritage Crossing Clubhouse during Heritage Crossing Clubhouse operating hours. No trailers shall be parked in the Heritage Crossing Clubhouse parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.
- 5.3 On-Street Parking.
- 5.3.1 On-street parking in the District is limited to one designated side of the street in those areas as marked in the District **Parking and Towing Maps – Revised August 13, 2020**, attached hereto as Appendix 5.0, parking in the non-designated side of the street shall be prohibited, in addition the following prohibitions apply through the District:

(a) Guests and visitors shall follow all parking rules and regulations, including those of Osceola County and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.

(b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dual-wheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale.

(c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.

(d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

(e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.

5.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 5.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to any mailboxes.

5.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas.

5.3.4 Vehicles temporarily parked in accordance with Section 5.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Areas. In addition, vehicles temporarily parked in accordance with Section 5.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.

5.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, and shall immediately be removed.

5.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lots or Parking Areas.

5.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lots or Parking Areas to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lots or Parking Areas shall be used as a domicile or residence either temporarily or permanently.

5.4 Parking in Other Areas of the District. Parking of any vehicle or trailer, including but not limited to those referenced in Section 5.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

5.5 Enforcement

5.5.1 Towing. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Vehicles Nothing herein shall be interpreted to prevent the District from issuing warnings or from implementing an administrative grace period.

5.5.2 Suspension and Termination of Privileges. A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

5.6 Suspension of Rules. The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

5.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

5.8 Vehicle Repairs. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lots or Parking Areas, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

5.9 Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

Effective Date: August 13, 2020

Appendix 5.0

District Parking and Towing Maps – Revised August 13, 2020

[ATTACHED ON FOLLOWING PAGE(S)]

C:\Users\codyb\OneDrive - Boyd Civil Engineering, Inc\Desktop\AREAS OF NO PARKING.dwg Plotted By:Cody Brown Plotted:July 15, 2020, 9:40:57 AM



SHEET NO. 1.00	REUNION EAST CDD REUNION CDD ORANGE COUNTY, FLORIDA AREAS OF NO PARKING OVERALL	<table border="1"><thead><tr><th>REV.</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>	REV.	DATE	DESCRIPTION																Civil Engineer STEVEN N. BOYD, P.E. CHK BY: License No. 43225	 BOYD CIVIL ENGINEERING 6616 Hanging Moss Road Orlando, Florida 32827 Office: (407)494-5693 Cell/Text: (407) 297-9171
			REV.	DATE	DESCRIPTION																	
DATE: 11/19/2020 SCALE: AS SHOWN PROJECT: 1003.001 DESIGNED BY: CDB CHECKED BY: NRB																						

C:\Users\codyb\OneDrive - Boyd Civil Engineering, Inc\Desktop\AREAS OF NO PARKING.dwg Plotted By:Cody Brown Plotted:July 15, 2020, 9:41:02 AM



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LEGEND
— AREAS OF NO PARKING



SHEET NO.
1.02

Date: 7/15/2020
Scale: AS SHOWN
Project: 1003.001
Drawing: 1.02
Designed by: CDB
Checked by: SJB

REUNION EAST CDD
ORANGE COUNTY, FLORIDA
NO PARKING DETAIL 2 OF 3

Rev.	Date	Description	CHK BY

Chf Engineer
STEVEN N. BOYD, P.E.
License No. 43225

BOYD CIVIL
ENGINEERING
6816 Hanging Moss Road
Orlando, Florida 32807
Office: (407) 944-2403
Certificate of Arch. 29791

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LEGEND
— AREAS OF NO PARKING



SHEET NO.
1.03

Date: 7/15/2020
Scale: AS SHOWN
Title: 1003.001
Drawing By: CDB
Checked By: SDB

REUNION EAST CDD
ORANGE COUNTY, FLORIDA
NO PARKING DETAIL 3 OF 3

Rev.	Date	Description	CHK BY

Civil Engineer
STEVEN M. BOYD, P.E.
License No. 43325

BOYD CIVIL
ENGINEERING
6816 Hanging Moss Road
Orlando, Florida 32807
Office: (407) 994-2493
Certificate of Auth. 25771

**SECOND EXTENSION AND AMENDMENT TO THE
AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)**

This **SECOND EXTENSION AND AMENDMENT TO THE AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT (OPERATIONS)**, dated January 1 , 2023 (the "Extension"), is made by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "District"), and **THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "POA").

WHEREAS, the District and POA are parties to the Security Services Provider Agreement, dated November 10, 2005, as amended by the Amended and Restated Security Services Provider Agreement, dated October 1, 2019, as further amended by the First Extension and Amendment to the Amended and Restated Security Services Provider Agreement, dated October 1, 2021 (collectively, the "Agreement"), relating to security services provided within the boundaries of the District; and

WHEREAS, District and POA desire to extend the Agreement for two (2) additional years and to amend the Agreement pursuant to the terms herein.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference as terms.
2. The District and POA acknowledge and agree that the Agreement is in full force and effect.
3. The District and POA hereby agree to extend the Agreement for two (2) additional years, expiring on September 30, 2024.
4. The District and POA hereby agree to amend Exhibit "A" of the Agreement to include the following as part of the "District Facilities":

- Reunion West outdoor fitness area (located on Tract R-1, according to the Reunion West Villages North plat, as recorded in Plat Book 16, Page 23, Public Records of Osceola County, Florida); and
- Amenities located in Reunion West; and
- Reunion West Sinclair entrance gate house (located at 700 Tradition Boulevard, Kissimmee, Florida 34747); and
- Reunion Village gate house (located at 1491 Reunion Village Boulevard, Kissimmee, Florida, 34747).

5. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be

sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

6. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

7. All of the provisions contained herein shall become effective upon the execution of this Extension.

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

[Signatures provided on following page.]

**SIGNATURE PAGE TO THE SECOND EXTENSION AND AMENDMENT TO THE
AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT**

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: Incia Adams
Secretary/Asst. Secretary

By: [Signature]
Print: Mark Greenstein
Title: Chair

**THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION, INC.,**
a Florida not-for-profit corporation

WITNESS:

X [Signature]
Print: [Signature]

By: [Signature]
Print: Anthony Carl
Title: President

**FIRST EXTENSION AND AMENDMENT TO THE
AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)**

This **FIRST EXTENSION AND AMENDMENT TO THE AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT (OPERATIONS)**, dated October 1, 2021 (the "Extension"), is made by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "District"), and **THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "POA").

WHEREAS, the District and POA are parties to the Security Services Provider Agreement, dated November 10, 2005, as amended by the Amended and Restated Security Services Provider Agreement, dated October 1, 2019 (collectively, the "Agreement"), relating to security services provided within the boundaries of the District; and

WHEREAS, District and POA desire to extend the Agreement for one additional year and to amend the Agreement pursuant to the terms herein.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference as terms.
2. The District and POA acknowledge and agree that the Agreement is in full force and effect.
3. The District and POA hereby agree to extend the Agreement for an additional year, specifically from October 1, 2021 to September 30, 2022.
4. The District and POA hereby agree to amend Exhibit "A" of the Agreement to include the following as part of the "District Facilities":

-Reunion Village Guard Housing (starting January 2, 2022)

5. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

6. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

7. The District and POA hereby agree to amend the District's address and the District Counsel's address, set forth in paragraph 14 of the Agreement, to the following:

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: District Manager

Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

8. All of the provisions contained herein shall become effective upon the execution of this Extension.

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

[Signatures provided on following page.]

**SIGNATURE PAGE TO THE FIRST EXTENSION AND AMENDMENT TO THE AMENDED
AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT**

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: Tricia L. Adams
Secretary/Asst. Secretary

By: [Signature]
Print: PARK GREENSTEIN
Title: CAIR

**THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION, INC.,**
a Florida not-for-profit corporation

WITNESS:

X Tricia L. Adams
Print: Tricia L. Adams

By: [Signature]
Print: Anthony Carroll
Title: CM

FIRST EXTENSION AND AMENDMENT TO THE
MANAGEMENT SERVICES AGREEMENT
(Heritage Crossing Community Center and Horse Stables)

This **FIRST EXTENSION AND AMENDMENT TO THE MANAGEMENT SERVICES AGREEMENT (Heritage Crossing Community Center and Horse Stables)**, dated September 12, 2022 (the "Extension"), is made by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "District"), and **KINGWOOD ORLANDO REUNION RESORT, LLC**, a Florida limited liability company (the "Kingwood").

WHEREAS, the District and Kingwood are parties to the Management Services Agreement (Heritage Crossing Community Center and Horse Stables), dated September 12, 2019; and

WHEREAS, District and Kingwood desire to extend the Agreement for one additional month and to amend the Agreement pursuant to the terms herein.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference as terms.
2. The District and Kingwood acknowledge and agree that the Agreement is in full force and effect.
3. The District and Kingwood hereby agree to extend the Agreement for one additional month, specifically from September 12, 2022 to October 12, 2022.
4. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.
5. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
6. The District and Kingwood hereby agree to amend the District's address and the District Counsel's address, set forth in paragraph 13 of the Agreement, to the following:

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attention: Tricia Adams, District Manager

Telephone: (407) 841-5524

Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

7. All of the provisions contained herein shall become effective upon the execution of this Extension.

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


[Signatures provided on following page.]

SIGNATURE PAGE TO THE FIRST EXTENSION AND AMENDMENT TO THE
MANAGEMENT SERVICES AGREEMENT
(Heritage Crossing Community Center and Horse Stables)

ATTEST:

By: Tricia Adams
Secretary/Asst. Secretary

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: 
Mark Greenstein
Print: _____
Title: Chair

WITNESS:

X 
Print: MONICA VIRGEN

**THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.,**
a Florida not-for-profit corporation

By: Anthony Carl
Anthony Carl
Print: _____
Title: VP

EXTENSION TO THE MANAGEMENT SERVICES AGREEMENT
(Reunion East Community Development District and Kingwood Orlando Reunion Resort, LLC)

This **EXTENSION TO THE MANAGEMENT SERVICES AGREEMENT**, effective October 13, 2022 (“Extension”), is made by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose principal address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 and (the “District”), and **KINGWOOD ORLANDO REUNION RESORT, LLC**, a Georgia limited liability company, whose principal address is 400 Curie Drive, Alpharetta, Georgia 30005 (“Kingwood”).

WHEREAS, the District and Kingwood are parties to that certain Management Services Agreement, dated September 12, 2019, and the First Extension and Amendment to the Management Services Agreement, dated September 12, 2022 (collectively, the “Agreement”).

WHEREAS, the District and Kingwood desire to extend the Agreement for a five (5) year period, commencing on October 12, 2022 and ending on October 12, 2027, in accordance with the terms specified herein.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct; and are hereby incorporated by reference as terms.
2. The District and Kingwood acknowledge and agree that the Agreement is in full force and effect.
3. The District and Kingwood agree to extend the length of the Agreement for a five (5) year period, commencing October 12, 2022 and ending on October 12, 2027 (the “Term”).
4. The District and Kingwood agree that the Base Compensation, as defined in Paragraph 4 of the Agreement, shall be \$16,250 per year for the Term of this Extension.
5. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.
6. The District and Kingwood agree to revise the notice block for the District, as set forth in Paragraph 13 of the Agreement, to the following:

Reunion East Community Development District
 c/o Governmental Management Services, LLC
 219 E. Livingston Street
 Orlando, Florida 32801
 Attention: Tricia Adams, District Manager

Telephone: (407) 841-5524, Extension 138
With a copy to:

Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Avenue, Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.
Telephone: (407) 481-5872

7. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single Extension.

8. All of the provisions contained herein shall become effective upon the execution of this Extension.

[Signatures are provided on the following page.]

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

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: 

Print: MARK GREENSTEIN

Title: CHAIR

Date: 10-13-22

**KINGWOOD ORLANDO REUNION
RESORT, LLC** a Georgia limited liability
company

By: Anthony Carl

Print: Anthony Carl

Title: VP

Date: 11/29/2022 | 12:50 PM PST

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

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

By: 

Print: MARK GREENSTEIN

Title: CHAIR

Date: 10-13-22

**KINGWOOD ORLANDO REUNION
RESORT, LLC** a Georgia limited liability
company

By: _____

Print: _____

Title: _____

Date: _____

**SECOND EXTENSION AND AMENDMENT TO THE
AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)**

This **SECOND EXTENSION AND AMENDMENT TO THE AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT (OPERATIONS)**, dated January 1 , 2023 (the "Extension"), is made by and between **REUNION EAST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "District"), and **THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "POA").

WHEREAS, the District and POA are parties to the Security Services Provider Agreement, dated November 10, 2005, as amended by the Amended and Restated Security Services Provider Agreement, dated October 1, 2019, as further amended by the First Extension and Amendment to the Amended and Restated Security Services Provider Agreement, dated October 1, 2021 (collectively, the "Agreement"), relating to security services provided within the boundaries of the District; and

WHEREAS, District and POA desire to extend the Agreement for two (2) additional years and to amend the Agreement pursuant to the terms herein.

NOW, THEREFORE, in consideration of the mutual benefits to be realized by the parties upon the execution hereof and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct, and are hereby incorporated by reference as terms.
2. The District and POA acknowledge and agree that the Agreement is in full force and effect.
3. The District and POA hereby agree to extend the Agreement for two (2) additional years, expiring on September 30, 2024.
4. The District and POA hereby agree to amend Exhibit "A" of the Agreement to include the following as part of the "District Facilities":

- Reunion West outdoor fitness area (located on Tract R-1, according to the Reunion West Villages North plat, as recorded in Plat Book 16, Page 23, Public Records of Osceola County, Florida); and
- Amenities located in Reunion West; and
- Reunion West Sinclair entrance gate house (located at 700 Tradition Boulevard, Kissimmee, Florida 34747); and
- Reunion Village gate house (located at 1491 Reunion Village Boulevard, Kissimmee, Florida, 34747).

5. This Extension may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party appear on each counterpart; it shall be

sufficient that the signature of, or on behalf of, each party appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement.

6. Except as specifically modified and/or amended herein, all provisions of the Agreement shall remain in full force and effect.

7. All of the provisions contained herein shall become effective upon the execution of this Extension.

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

[Signatures provided on following page.]

**SIGNATURE PAGE TO THE SECOND EXTENSION AND AMENDMENT TO THE
AMENDED AND RESTATED SECURITY SERVICES PROVIDER AGREEMENT**

**REUNION EAST COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By: Incia Adams
Secretary/Asst. Secretary

By: [Signature]
Print: Mark Greenstein
Title: Chair

**THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION, INC.,**
a Florida not-for-profit corporation

WITNESS:

X [Signature]
Print: [Signature]

By: [Signature]
Print: Anthony Carl
Title: President

Reunion West

SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)

THIS SECURITY SERVICES PROVIDER AGREEMENT (this "Agreement") is entered into as of the 10th day of November, 2005, by and between REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the "CDD"), and THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. a Florida not-for-profit corporation (the "POA").

RECITALS

WHEREAS, the following amenities and properties are owned and operated by the Reunion East Community Development District (the "CDD"): See attached Exhibit "A" for a complete list of facilities, together with certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of such facilities (collectively, the "CDD Facilities").

WHEREAS, the POA acknowledges that the CDD, its residents and their guests expect a high level of service, quality and professionalism with regard to any security service provided within the CDD.

WHEREAS, the CDD, which encompasses approximately 1,000 acres, 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. The CDD was created in October 2001 by Osceola County Ordinance #01-31.

WHEREAS, the CDD owns the real property on which the CDD Facilities are constructed.

WHEREAS, the CDD desires the benefit of the presence and expertise of professional security services to assist in the monitoring and security of CDD Facilities upon the terms and conditions set forth in this Agreement, and the POA is willing to provide such security services to the CDD directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on October 1, 2005 and ending on September 31, 2006. At the end of this initial 12 month term, the Agreement shall be extended for a period of five (5) years and an addendum to this Agreement signed reflecting the new term of the Agreement; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the CDD.

3. Acceptance of Security Services Responsibility. The CDD hereby retains the POA to render the services herein stated in accordance with the standards set forth herein, and the POA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.

4. Specific Authority. The CDD hereby grants to the POA the power and authority to provide, either directly or through a sub-operator(s), security services to, and surveillance and monitoring of, the CDD Facilities.

5. Delegation. The POA may retain a sub-operator(s), such as a professional security services provider or other qualified operator, including, without limitation, an affiliate of the POA, to perform some or all of its duties with respect to the CDD Facilities and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the POA and any sub-operator(s) (as applicable, the "Sub-Operator"). It shall be the responsibility of the POA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the POA under this Agreement. Should the POA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the POA hereunder, then any reference, where applicable, to the POA in this Agreement shall automatically refer to the Sub-Operator.

6. Expenses and Compensation. The CDD shall reimburse the POA for any and all expenses and costs the POA incurs during the term hereof in relation to providing such security services on behalf of the CDD as described herein, but only up to an amount equal to the sum the CDD has budgeted for security services in that particular year. Should the POA provide security services on behalf of the CDD for only a portion of any given year, then the fee paid by the CDD to the POA for such services shall be prorated accordingly on a monthly basis. The fee payable to the POA for the CDD fiscal year spanning October 1, 2005 through October 1, 2006, is equal to \$1.00, and such annual fee shall be paid to the POA on the date of the execution of this Agreement and is thereafter due on October 1st of each following year. Any past due amounts will bear interest at the rate of 7% per annum. Compensation fees for future years shall be incorporated automatically by the CDD's adoption of its annual budget, but the CDD hereby agrees that the amount allocated for security services in its future annual budgets shall not be less than \$1.00 so long as this Agreement is in force. In the event the CDD's budget does not allocate at least \$1.00 annually for security services, the POA shall have the right to terminate this Agreement at such point when the amount of compensation paid to the POA under this Agreement actually falls below the \$1.00 annual minimum requirement.

7. Services Provided by the POA. The POA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the CDD Facilities are provided with the following security services (“Services”):

(a) security personnel to man the main entry guardhouse within the CDD, 24 hours per day, seven days a week, and control access to the CDD Facilities in strict accordance with specified and approved CDD rules and regulations as adopted by the CDD, as may be amended by the CDD from time to time upon at least 30 days’ prior written notice to the POA;

(b) security personnel to constitute roaming security patrols to monitor the CDD Facilities and all roads therein as determined by the CDD and, in the event a Sub-Operator is retained, as confirmed by the POA;

(c) monitoring of all construction sites within the CDD Facilities;

(d) responding to security emergencies within the CDD Facilities;

(e) traffic control when necessary;

(f) on-site vehicle assistance;

(g) maintaining severe weather and disaster response preparedness; and

(h) trained first responders for emergencies.

8. Standards and Operation. The Services shall be provided in accordance with those of a high quality professional security services provider, and at a level consistent with or better than a similar operation in central Florida.

9. Employees; Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the POA, including the Sub-Operator, are the sole responsibility of such entities retained by the POA. Any entity retained by the POA shall fully comply with all applicable acts and regulations having to do with workman’s compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the POA shall be an independent contractor and not an employee of the CDD, and any Sub-Operator(s) or entity retained by the POA to perform the Services shall only have contractual privity with the POA and shall not be an employee or an independent contractor 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 POA. The POA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.

10. Supervision of Security Officers. The POA shall have the sole right to direct and supervise all security officers and other personnel furnished by the POA to the CDD. The CDD shall not have the right to alter instructions or directions given to the security officers or other

personnel furnished by the POA or assume any supervision of such security officers or personnel; however, if it does so, the CDD shall be solely liable for any and all consequences arising therefrom and shall indemnify, defend and hold harmless the POA, any Sub-Operation and their respective affiliates, and their respective owners, officers, directors, partners, employees, contractors, agents and representatives (each, an "Indemnified Party") from and against all liabilities, claims, actions, suits, proceedings, damages, costs and expenses (including attorneys' and paralegals' fees and costs whether suit be brought or not and at all trial and appellate levels and in bankruptcy), of any kind and nature arising out of, resulting from or related to, directly or indirectly, any action or inaction of the CDD in connection therewith or from the security officers or other personnel following the direction of the CDD. Notwithstanding anything contained in this paragraph, any rules, regulations or policies of the CDD either currently in force or officially adopted from time to time by the CDD (which, if applicable, security officers or other personnel shall be required to follow in accordance with this Agreement) shall not be construed as instructions or directions from the CDD to any security officers or other personnel for purposes of liability or indemnification under this paragraph. Furthermore, in the event the CDD shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total amount of any insurance proceeds available to the CDD at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

11. Insurance.

(a) In the event the POA undertakes to directly provide the Services to the CDD, the POA shall obtain and keep in force at POA's expense all of the insurance policies listed below. 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 POA shall furnish certificates of insurance to the CDD prior to the commencement of the Services, naming the CDD as an additional insured, and the POA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the POA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the CDD. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The POA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The POA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.

- (iii) Other Insurance: The POA agrees to acquire and maintain such other insurance as may be reasonably required by the CDD during the term of this Agreement.

In the event the POA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the POA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 10; however, the POA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The CDD shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the POA or a Sub-Operator. Acceptance by the CDD of any evidence of insurance submitted by the POA does not relieve or decrease in any manner the liability of the POA for performance of the Services in accordance with the terms and conditions hereof.

(c) The CDD hereby agrees to maintain an insurance policy insuring against comprehensive general liability with a coverage limit of at least \$1,000,000.00 throughout the term of this Agreement.

12. Licenses, Transfers. The POA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the POA, if possible. In the event the POA is in default under this Agreement and/or this Agreement is terminated by the CDD, the POA 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 which may be held by the POA as are necessary to provide the Services, to the CDD or, at the CDD's sole option, to the CDD's nominee.

13. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated by the CDD upon a material breach of this Agreement by the POA, which breach is not cured within ten (10) days after receipt of written notice thereof from the CDD.

14. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

CDD Manager:	Governmental Management Services, L.L.C. RE: Reunion East Community Development District 10151 Deerwood Park Boulevard, Bldg. 200, Ste. 250 Jacksonville, FL 32256 Attention: District Manager
with a copy to:	The Ginn Company, Inc. 215 Celebration Place, Suite 200

Celebration, Florida 34747

Attention: _____

and a copy to: Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.

POA: The Reunion Resort & Club of Orlando Master
Association, Inc.
215 Celebration Place, Suite 200
Celebration, Florida 34747
Attention: _____

and a copy to: Baker & Hostetler LLP
200 South Orange Avenue
Orlando, FL 32802
Attention: William C. Guthrie, Esq.
Facsimile No.: (407) 841-0168
Telephone No.: (407) 649-4000

15. Waivers.

(a) Risk of Loss. It is understood and agreed between the parties that the POA is not an insurer and that the rates being paid for Services are for security officer services designed to deter certain risks of loss, which rates are not related to the value of the real or personal property monitored in respect of the provision of the Services. All amounts being charged by the POA are insufficient to guarantee that no loss will occur, and the POA makes no guarantee, implied or otherwise, that no loss will occur or that the Services supplied will avert or prevent occurrences or losses that the Services are designed to help deter or avert. The CDD shall assume all risk of loss or physical damage to the CDD Facilities and any other property occurring as a result of nature, fire or other casualty and the CDD waives any right of recovery and its insurer rights of subrogation against the POA or any other person or entity for any loss or damage resulting from any such risks.

(b) Client Vehicle(s). If the CDD requires the POA's personnel to drive any vehicle(s) during the course of their duties other than the security officer's own personal vehicle or a vehicle furnished by the POA, the CDD agrees that its insurance is primary; and the CDD further agrees to carry comprehensive fire and theft, collision and liability insurance on the CDD's vehicle(s) in such amounts and with such deductibles and other terms as the POA may require. The CDD agrees to waive all rights of recovery from the POA and, subject to the limitations contained in this paragraph, to indemnify, hold harmless and defend the POA and each other Indemnified Party from any and all such losses, claims, suits, damages, thefts and expenses that may arise out of the authorized or permitted use of the CDD's vehicle(s). However, in the event the CDD shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total

amount of any insurance proceeds available to the CDD at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

(c) Security Officer Theft. It is expressly understood and agreed that under no circumstances will the POA be responsible for the theft or other loss of the CDD's property not directly attributable to thefts by security officers employed by the POA or any Sub-Operator. In the event of allegations of security officer thefts, the CDD waives its right of recovery unless (i) the POA is notified in writing of such allegations within forty-eight (48) hours of the discovery of any suspected security officer theft; (ii) the CDD fully cooperates with the POA in the investigating of the facts; (iii) the CDD presses formal charges; and (iv) a conviction is obtained.

16. Indemnification. Except for matters specified in Section 15, the POA agrees to indemnify, save harmless and defend the CDD, their 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) the POA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the POA, its agents, employees or subcontractors, in the performance of this Agreement.

17. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the POA and any Sub-Operator(s) the POA may retain to provide the Services.

(a) At all times, the POA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the CDD, including, but not limited to, the Rules of the Reunion East CDD, Chapter 8, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

(b) The POA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the CDD Facilities are located, at the POA's sole cost and expense, and the POA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the POA, unless specifically instructed by the CDD or the CDD Manager that it intends to contest such orders or requirements and that the POA shall not comply with the same. The POA shall provide immediate notice to the CDD Manager, which shall in turn notify the CDD within two (2) business days, of any such orders or requirements upon receipt of same.

(c) 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. The POA agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the POA.

(d) The POA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the CDD Facilities except in quantities reasonably necessary to carry out its duties under this Agreement. The POA shall hold the CDD harmless from any fines, penalties, costs and damages resulting from the POA's failure to do so. The POA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the POA shall be responsible for the payment of any associated fines or penalties.

(e) The POA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such 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.

18. 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 the POA in connection with the Services and/or CDD Facilities and any related records are property of the CDD. The POA agrees and acknowledges that any and all such books, documents, records correspondence or other information may be public records under Chapter 119, Florida Statutes. The POA agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by the POA are "public records" which must be available to the public. The POA 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 CDD pursuant to Section 720.303 Florida Statutes.

19. Maintenance of CDD Facilities. Notwithstanding the fact that the POA or a Sub-Operator may occupy a CDD Facility in order to provide the Services under this Agreement, the CDD shall be responsible for the maintenance of all CDD owned property and assets including, but not limited to, any and all guard houses and security gates. However, the POA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items which are necessary for the POA or Sub-Operator to provide the Services contemplated hereunder. In addition, the POA or the Sub-Operator shall maintain a current inventory of all items or assets owned by the POA or the Sub-Operator which are installed, placed or stored on CDD property or in a CDD Facility, but these items and assets shall at all times remain the property of the POA or the Sub-Operator, as the case may be.

20. Planning and Financial Reporting. The POA shall develop and maintain a business plan and procedures manual for the operation of the security services within the CDD. A representative of the POA will provide, on an annual basis, financial reports to the CDD or the

CDD's designated representative by the thirtieth (30th) day of the month following the end of each fiscal year of the POA. At the request and expense of the CDD, an audit may be requested by the CDD at any time. The POA shall cooperate fully with the auditor selected by the CDD.

21. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the CDD's immunity or limitations on liability 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. 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.

23. Attorneys' Fees. In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same are enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.

24. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

25. No Waiver. 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.

26. 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) Except as set forth herein, the POA may not assign this Agreement or any of the rights and duties expressed herein except with the CDD Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

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

(h) Ginn. The tradenames and brandnames, "The Ginn Company" and "Ginn Clubs & Resorts" and derivations thereof are owned solely and exclusively by Ginn Development Company, LLC and such names may be used only by parties licensed to use such names. Ginn Development Company, LLC, operating in its own name or as either "The Ginn Company" or "Ginn Clubs & Resorts", through its subsidiaries and other affiliates, acts as the representative of separate limited liability limited partnerships and limited liability companies ("Project Partnerships") that acquire real property to be developed as highly amenitized residential resort communities (each a "Ginn Community"). Each Ginn Community is separately owned by an independent Project Partnership, and each such Project Partnership is solely and exclusively responsible for the obligations and liabilities incurred in connection with the acquisition, development, financing, marketing, management and operations of the specific Ginn Community owned by such Project Partnership. Ginn Development Company, LLC (d/b/a the Ginn Company or Ginn Club & Resorts) does not own or control any interest in any Project Partnerships. The descriptions of the business activities of Ginn Development Company, LLC (d/b/a The Ginn Company or Ginn Clubs & Resorts) appearing in any of the company's advertising or marketing materials, on its websites, or otherwise published in the public domain are solely intended to describe generally the scope of its undertakings and accomplishments on behalf of each of the Project Partnerships. Ginn Development Company, LLC (d/b/a The Ginn Company and Ginn Clubs & Resorts) and each of its subsidiaries and affiliates are separately organized, capitalized, managed and operated. Any claims by any persons or entities that arise

as a result of doing business with Ginn Development Company, LLC (d/b/a The Ginn Company or Ginn Clubs & Resorts) or any of its subsidiaries or affiliates (each hereinafter referred to as a "GDC Company") are solely and exclusively limited to the specific GDC Company and the assets of such GDC Company with whom such person or entity is doing business. The CDD acknowledges and agrees that its sole recourse hereunder for any breach by the POA of the terms hereof shall be against the POA and not any GDC Company or Project Partnership.

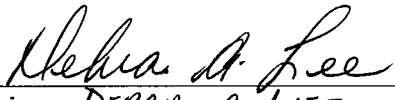
(i) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

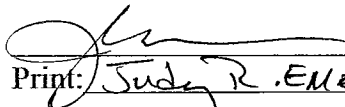
[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO SECURITY SERVICES PROVIDER AGREEMENT

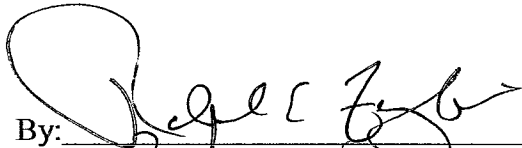
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:

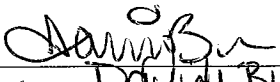

Print: DEBRA A. LEE

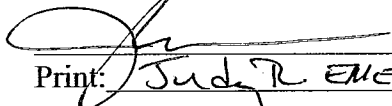

Print: Judge R. EMEUS

REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT

By: 
Print: Paula E. Fyler
Title: Vice Chair

WITNESSES:


Print: DAVID L. BURMAN


Print: Judge R. EMEUS

THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC. a Florida not-for-profit corporation

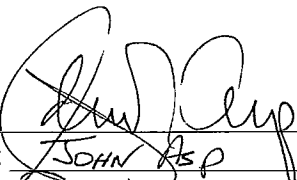
By: 
Print: JOHN ASP
Title: President

EXHIBIT "A"

LIST OF CDD FACILITIES/PROPERTY

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made this 14th day of August, 2008, by and between REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district (herein referred to as "Licensor" or the "District"), and REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC., a Florida non-profit corporation (herein referred to as "Licensee").

RECITALS

A. WHEREAS, the Licensor 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 by Osceola County Ordinance #01-31 adopted on October 3, 2001; and

B. WHEREAS, the Licensee is an association created to be comprised of all owners of real property within a development commonly referred to as Reunion to operate and maintain common property and improvements and to administer and enforce the Master Declaration of Covenants, Conditions, Restrictions and Easements for Reunion Resort & Club of Orlando, as amended (the "Master Declaration") and the other governing documents of the association as defined in the Master Declaration; and

C. WHEREAS, the Licensee exists and is operating within the boundaries of the Reunion West Community Development District; and

D. WHEREAS, the Licensor, on its behalf, has had unmanned gates (herein the "Gates") or manned entry structures with gates (herein the "Gatehouses") constructed at particular entrance locations within the District as such locations are depicted on Exhibit "A" attached hereto (said locations depicted on Exhibit "A" shall be referred to collectively herein as the "License Areas"); and

E. WHEREAS, the Licensor, on its behalf, has previously installed certain gate operating systems, as detailed in the attached Exhibit "B", at the Gates and Gatehouses within the License Areas (collectively herein the "Gate Operating Systems") which are operated in accordance with Rules of the District, Chapter 8 of which is attached hereto as Exhibit "C" (the "Gate Operating Rules"); and

F. WHEREAS, the Licensor and Licensee previously entered into that certain agreement referred to as the "Security Services Provider Agreement (Operations)" dated November 10, 2005", (attached hereto for reference as Exhibit "D") whereby Licensee is providing professional security services including the staffing (where applicable) and operation of the Gates and Gatehouses in accordance with all applicable statutes, regulations, ordinances and orders, as well as the Gate Operating Rules; and

G. WHEREAS, the Licensee, in furtherance of its goals and objectives as an association, desires to construct, install or place, or have constructed, installed or placed on its behalf, advanced and upgraded Gate Operating Systems which may include or consist of, but are not limited to, video cameras and recorders, sensors, digital readers and applicable software/database platforms (said advanced and upgraded Gate Operating Systems, together with their aforementioned components, shall be referred to herein as the "Enhanced Gate Operating Systems") at certain Gate(s) or Gatehouse(s) within the License Areas, and said Improvements shall not materially affect the Licensor's use of the Gates, Gatehouses or License Areas.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. Licensor, in consideration of the covenants and agreements made by Licensee herein, grants to the Licensee a non-exclusive license to utilize the License Areas for the purpose of constructing, installing, placing, operating, maintaining, repairing and accessing Enhanced Gate Operating Systems, as more fully described in the attached Exhibit "B", within the License Areas. All costs, expenses and fees whatsoever associated in any way, either directly or indirectly, with any installations, construction, improvements, modifications, upgrades, maintenance or repairs performed by the Licensee in the License Areas, now or in the future in accordance with this Agreement, as well as the operation of the Enhanced Gate Operating Systems, shall be the sole responsibility of the Licensee; Licensor shall not be responsible for such costs or expenses under any circumstances.

2. The license granted herein shall be for a term commencing on August 14, 2008, and ending August 13, 2018 (the "Original Term"), unless terminated sooner as provided for in this Agreement. Upon the expiration of the Original Term this Agreement shall automatically renew for successive ten (10) year terms unless terminated as provided for in this Agreement.

3. The type, size, location, style, design, aesthetics, construction, installation, or placement of the Enhanced Gate Operating Systems shall be subject to the written approval of Licensor, provided that such approval shall not be unreasonably withheld, delayed or conditioned.

4. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the installation, maintenance, height, size, location, use, operation, and removal of the Enhanced Gate Operating Systems and shall fully indemnify Licensor against any loss, cost, or expense which may be sustained or incurred by Licensor as a result of the installation, maintenance, location, use, operation, or removal of the Enhanced Gate Operating Systems unless such loss is due to the gross negligence of Licensor, its employees, agents, or invitees. Licensor makes no representation that applicable laws, ordinances, or regulations permit the installation, use or operation of the Enhanced Gate Operating Systems on the subject real property.

5. Licensor grants to Licensee, its agents, guests, employees, invitees, representatives and designees the right, to be exercised as set forth herein, to enter upon the License Areas for the sole purpose of constructing, installing, maintaining, operating, removing and/or gaining access to Licensee's Enhanced Gate Operating Systems and associated improvements. Notwithstanding anything contained herein, Licensee's, or its agents', guests', employees', invitees', representatives' or designees' access and utilization of the License Areas shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Areas (or any of Licensor's improvements located thereon) or with any of the Licensor's other operations or activities or those of the general public.

6. Licensee shall promptly reimburse Licensor for the costs of repair of any damage to the License Areas, or any improvements located thereon, directly or indirectly caused by Licensee's Enhanced Gate Operating Systems or the installation, operation, use, maintenance, or removal of the Enhanced Gate Operating Systems or other installations related thereto of the Licensee.

7. Licensee, at its expense, shall be solely responsible for and shall maintain, at all times, its Enhanced Gate Operating Systems in a safe, structurally sound, clean, attractive and slightly condition and shall indemnify and save harmless Licensor from and against all liens and claims of mechanics and materialmen furnishing labor and materials in the construction and maintenance of same. Licensee hereby specifically acknowledges that it is the sole owner of the Enhanced Gate Operating Systems, and that Licensee is the sole entity responsible for the maintenance, repair and upkeep of the Enhanced Gate Operating Systems.

8. Licensee agrees to defend, indemnify, and save harmless Licensor from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by Licensor arising from, growing out of, or resulting from Licensee's Enhanced Gate Operating Systems, Licensee's installation or use of the License Areas or any other adjacent areas where Licensee's equipment may be located, including costs, attorney's fees, and other expenses incurred by Licensor in defending any such claim unless such loss, damage, or injury is due to the negligence of Licensor, its employees, agents, or invitees.

9. Licensee waives and releases all claims against Licensor, its officers, directors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the License Areas, or any other person, occurring in or about the License Areas and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Areas or any part of it or from equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any Licensee's officers, directors, agents, employees, contractors and servants or of any other person; except for the negligence of or omission by Licensor, its officers, directors, agents, employees, contractors and servants.

10. The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the License Areas and shall not preclude Licensor from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing

unreasonable interference with the activities being carried on by Licensee in accordance with this license. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses. Licensee shall not change or materially alter the Enhanced Security System without the prior written consent of Licensors.

11. No notice or demand related to or required by this Agreement shall be effective unless the notice or demand is in writing and is either delivered personally to the party for whom it is intended, or to an officer of the party if a corporation, or sent by United States registered or certified mail, return receipt requested, or by a recognized overnight courier. Either party may, however, by notice to the other, from time to time designate another address in the United States to which notices mailed more than 10 days afterwards shall be addressed. Notices mailed as described above shall be effectively given as of the date of mailing. Notices shall be mailed to the addresses as listed below:

If to Licensors:	Reunion West Community Development District District Office 201 E. Pine St. Suite 950 Orlando, FL 32801 Attn: District Manager
With a copy to:	Shuffield, Lowman & Wilson, P.A. District Counsel 1000 Legion Place, Suite 1700 Orlando, FL 32801 Attn: Colt H. Little, Esq.
If to Licensee:	Reunion Resort & Club of Orlando Master Association, Inc. 215 Celebration Place, Suite 200 Celebration, FL 34747 Attn: Melissa Shane
With a copy to:	Ginn Property Management, LLC 215 Celebration Place, Suite 200 Celebration, FL 34747 Attn: Melissa Shane
With a copy to:	Baker & Hostetler, LLP 200 South Orange Avenue Orlando, FL 32802 Attn: William C. Guthrie, Esq.

12. Upon any default by Licensee under this Agreement, Licensors shall provide written notice of such default to Licensee and Licensee shall have thirty (30) days from receipt of such written notice to cure said default. If, due to circumstances beyond Licensee's control, the

default cannot be cured within the thirty (30) day period, Licensee shall be granted additional time, as necessary, to cure the default so long as Licensee commences to cure the default within the thirty (30) day notice period and is diligently pursuing the cure of the default. In the event Licensee fails to cure the default within the thirty (30) day period (or, where additional time to cure is required, fails to commence and diligently pursue the cure within the thirty (30) day period) Licensor and shall have the right to terminate this License upon written notice to Licensee and said termination shall be effective upon Licensee's receipt of such notice.

13. Notwithstanding anything herein to the contrary, Licensor may terminate the license granted herein, with or without cause, upon thirty (30) days written notice to the Licensee. Upon the termination of this license by Licensor, the Enhanced Gate Operating Systems installed under the terms of this license shall be removed by Licensee and the License Areas where they were installed shall be restored by Licensee to as good condition as existed immediately prior to installation of the Enhanced Security Systems. Both the removal of the Enhanced Gate Operating System and subsequent restoration, as described herein, shall be completed within thirty (30) days of such termination.

14. In accordance with Section 18 the Security Services Provider Agreement (Operations) dated November 10, 2005 between the District and the Licensee, any books, documents, records, correspondence or other information kept or obtained by the District or furnished by the District to the Licensee in connection with this License Agreement, and any related records, are property of the District. The Licensee agrees and acknowledges that any and all such books, documents, records correspondence or other information may be public records under Chapter 119, *Florida Statutes*. The Licensee agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records or information maintained by the Licensee are "public records" which must be available to the public. The Licensee agrees and acknowledges that any and all such books, documents, records, information, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Section 720.303, *Florida Statutes*.

15. This Agreement shall be binding upon the successors and assigns of the parties, provided that Licensee shall not assign or transfer the license granted herein to anyone else without Licensor's prior written consent, which may be withheld at its sole discretion.

16. The Licensee shall obtain and keep in force, at Licensee's expense, all types and amounts of insurance coverage considered customary and reasonable within its industry. 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 Licensor.

17. Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this License 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.

18. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.

19. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this License 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.

20. No modification, waiver, amendment, discharge or change of this License 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.

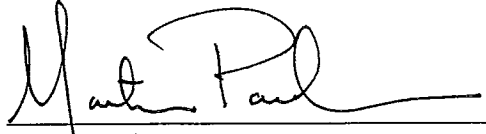
21. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this License Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its 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 actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

22. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

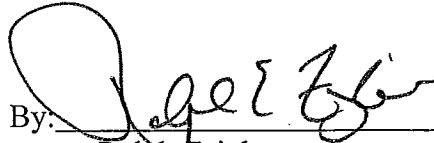
[Signatures continue on following page.]

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

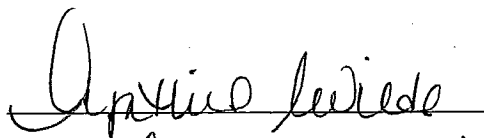
Attest:


Secretary/Asst. Secretary

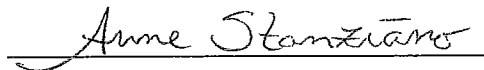
**REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT**
a Florida community development district

By: 
Ralph Zeigler
Chairman, Board of Supervisors

WITNESSES:



Print: Cynthia L. Wieda



Print: Anne Stanziano

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.**, a Florida non-profit corporation

By: Melissa Shane

Print: Melissa Shane

Title: President

EXHIBIT “A”

**Reunion West CDD
Gatehouses Addresses and Locations**

Gate Location	Address
Reunion West Gate (Sinclair Road/Tradition)	700 Tradition Blvd

EXHIBIT “B”

Project: Reunion - Gates

Agreement No. REU-06-108

CONSTRUCTION SERVICES AGREEMENT

THIS AGREEMENT, is made effective as of the 23rd day of August 2006, by and between **Ginn-LA Orlando Ltd., LLLP** (herein referred to as the "Owner"), whose mailing address is 215 Celebration Place, Suite 200, Celebration, FL 34747, Attention: Contract Administration, and **Access Control Technologies** (herein referred to as the "Contractor"), whose mailing address is 1028 W. Washington Street, Orlando, FL 32805.

WITNESSETH

WHEREAS, Owner desires to employ the services of Contractor to perform the hereinafter described Work, and Contractor desires to be so employed.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations contained in this Agreement, the parties agree as follows:

1. DEFINITIONS.

a. **Agreement:** The Agreement consists of this Construction Services Agreement, the Scope of Work, the Special Contract Conditions, the form of Change Order, the forms of Final and Partial Release, and all other documents enumerated on the List of Exhibits set forth below. The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 7.

b. **Work:** The term "Work" as used in this Agreement shall be construed to include all Work set forth on the Exhibits listed in Article 2a. below, all obligations of Contractor under this Agreement and where any Change Orders have been issued pursuant to Article 7 of this Agreement, the changed Work set forth therein.

c. **Owner's Representative:** The Owner's authorized representative (herein referred to as the "Owner's Representative") shall be **Ginn Development Company, LLC**, whose mailing address is 215 Celebration Place, Suite 400, Celebration, FL 34747, ATTN: Robert Ginn; provided, however, that the Owner may, at any time in its sole discretion unilaterally amend this Article by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of this Contract.

2. SCOPE OF WORK.

a. The nature, scope and schedule of the Work to be performed by Contractor under this Agreement is set forth on the following list of Exhibits, which are attached hereto and incorporated herein by reference:

- i. Exhibit A, Scope of Work, 4 pages.
- ii. Exhibit B, Special Contract Conditions, 2 pages.
- iii. Exhibit C, Change Order form, 1 page.
- iv. Exhibit D, Final Release form, 1 page.
- v. Exhibit E, Partial Release form, 1 page.

3. SCHEDULE

a. Time limits hereinafter stated are of the essence of the Agreement. By executing this Agreement the Contractor confirms that the contract time is a reasonable period for performing the Work.

b. The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. The Contractor shall complete the entire Work not later than **January 31, 2007**.

4. BASIS FOR COMPENSATION AND PAYMENTS.

a. Provided that the Contractor shall strictly and completely perform all of its obligations under the Agreement, and subject only to additions and deductions by Change Order as set forth in Article 7, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of **One Hundred Seventy Five Thousand One Hundred Fifty Five Dollars (\$175,155.00)** (herein referred to as the "Contract Sum") to cover the Contractor's profit, general overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, permits, labor, supervision and materials), and any increases in said costs and expenses, in connection with the performance of the Work, all of which costs and expenses shall be borne solely by the Contractor.

b. The Contractor shall on the twenty-fifth (25th) day of each calendar month deliver to the Owner an Application for Payment in such form and with such detail as the Owner requires. The Application for Payment shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, fully executed and completed either partial and/or final waivers and releases by the Contractor and its Subcontractors and Sub-subcontractors, whichever is applicable, as of the date of submission of the Application for Payment, which waivers shall be either in the form attached hereto as exhibits E or D. The furnishing of complete, properly executed partial and/or final releases are a condition precedent to the issuance of any payments hereunder by Owner.

c. Based on the Contractor's Application for Payment, the Owner shall make monthly payments to the Contractor of all approved amounts based on Work performed during the previous month. Such monthly payments shall be made on or before the fifteenth (15th) day of each calendar month or the twentieth (20th) day after receipt by the Owner of Contractor's application for payment and all supporting documentation, which the Owner may require, whichever is later.

d. Contractor shall be compensated for any Work beyond that set forth in Article 2, in such an amount as the parties shall mutually agree in advance, based on the guidelines set forth in Article 7 herein, such amount to be added to the Contract Sum and invoiced and paid in accordance with the terms of Paragraphs b and c above. Contractor shall not be entitled to any compensation for such Work unless Contractor has obtained the prior written authorization of Owner to perform the same in accordance with the provisions of Article 7 of this Agreement.

e. Owner shall have the right to reduce any portion of Contractor's scope of Work as set forth in Article 2, or in any Change Order, in accordance with the provisions of Article 7 of this Agreement. In such event, Owner shall by Change Order make an appropriate reduction of the Contract Sum.

f. All applications for payment must reference the agreement number and be transmitted to the following address:

Ginn Development Company LLC
Attn: Accounts Payable
1000 Reunion Way, Suite 300
Reunion, FL 34747

5. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Contractor hereby represents to Owner that: (a) it has the experience and skill necessary to perform the Work as set forth in this Agreement; (b) that it shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, and orders of any public, quasi public or other government authority; (c) it is duly licensed to observe and perform the terms, covenants, conditions and obligations required to be performed under this Agreement; (d) it has by careful examination satisfied itself as to: (i) the nature, location and character of the general area in which the Work is to be performed including, without limitation, the surface conditions of

the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the general area and, to the extent pertinent, all other conditions; and (ii) all other matters or things which could in any manner affect the performance of the Work; (e) Contractor warrants all material and workmanship against any defects for a period of one year from the date of Substantial Completion and Contractor also acknowledges its obligation to perform under the statutory warranties applicable to Contractor under Chapter 718 of the Florida Statutes.

6. INSURANCE; INDEMNIFICATION.

a. Contractor shall, throughout the performance of its Work pursuant to this Agreement, maintain the insurance outlined herein. Owner in no way warrants that the minimum limits contained herein are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or Subcontractors and Contractor is free to purchase such additional insurance as Contractor may determine necessary. Any combination of primary and umbrella limits that meet the total required herein is acceptable. Contractor shall maintain:

(i) Occurrence basis Comprehensive General Liability insurance (including broad form contractual coverage) and automobile liability insurance, with minimum limits of \$2,000,000, respectively, combined single limit per occurrence, protecting it and Owner from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of Contractor's Work under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Business Automobile insurance covering liability arising out of any automobile (including owned, hired, and non-owned automobiles) having limits of liability of not less than One Million and No/100 Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage. The automobile liability insurance policy shall be written on a form that provides coverage equal to or greater than that provided in ISO Form CA 0001 (endorsed, if necessary, to provide contractual liability coverage at least as broad as that provided in 1990 and later editions of CA 0001);

(iii) Worker's compensation insurance, as required by any applicable law or regulation, including, but not limited to, Worker's Compensation insurance for all Contractor's workers at the Project and anyone directly or indirectly employed by Contractor and anyone for whom Contractor may be liable for Worker's Compensation claims that may arise out of or result from work performed pursuant to this Agreement, and in the event any work is subcontracted, Contractor shall require all subcontractors similarly to provide worker's compensation insurance for each Subcontractor's employees and anyone directly or indirectly employed by such Subcontractors and anyone for whom such Subcontractors may be liable for worker's compensation claims that may arise out of or result from work pursuant to this Agreement. Any deficiencies or inadequacies in Subcontractors' coverage shall be the obligation of the Contractor;

(iv) Employer's liability insurance in the amount of not less than Two Million and No/100 Dollars (\$2,000,000) each accident for bodily injury and not less than Two Million and No/100 Dollars (\$2,000,000) for each employee for bodily injury by disease, and;

b. All such insurance required in Paragraph a. shall be in companies and on forms acceptable to Owner and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. All insurance must be primary and non-contributory with regard to any other insurance available to Owner or its Affiliates. All insurance must be written by insurance companies with an A.M. Best Co. rating of A VIII or better. Certificates of insurance (or copies of policies, if required by Owner), must be furnished to Owner and must include Owner and its Affiliates as additional insureds and contain a waiver of subrogation. (The additional insured requirement applies to all coverages except workers' compensation insurance and employers liability insurance. The waiver of subrogation applies to all insurance coverages). In the event of any cancellation or reduction of coverage, the Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to Owner whatsoever.

c. Contractor shall fully defend, indemnify and hold Owner, its parent company, subsidiaries, related and affiliated companies, and the officers, directors, agents, employees and assigns of each, harmless from and against any and all claims, demands, suits, actions, causes of action, judgments, costs, damages, losses, or expenses of any nature

whatsoever (including attorneys' fees and expenses of litigation) arising directly or indirectly from or out of and/or relating in any way to: any act, omission and/or negligence of Contractor and/or its subcontractors and sub-subcontractors and their respective officers, directors, agents or employees; any breach of Contractor's representations as set forth in this Agreement; and/or any other failure of Contractor to comply with the terms, provisions or obligations of this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

d. Any policy of insurance issued pursuant to Article 6 above, covering the Contractor, its Subcontractors or Sub-subcontractors, shall include an endorsement providing that the underwriters waive their rights of subrogation against the Owner, the Owner's Representative, their respective parent companies, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each. The Contractor hereby waives, and it shall require its Subcontractors and Sub-subcontractors to waive, any and all rights of recovery which they or any of them may now or subsequently have against the Owner, the Owner's Representative, their respective parent companies, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each in connection with the Work.

e. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by the Contractor, such deductible shall be subject to Owner's approval. Any such deductibles shall be paid for, assumed by, for the account of and at Contractor's sole risk. Owner shall not be responsible for the payment of any such deductible.

7. MODIFICATIONS, ADDITIONS, OR DELETIONS TO THE WORK.

a. Change Orders must be in writing and signed by the Owner, in the form attached to this Agreement as Exhibit C. Change Orders shall consist of additions, deletions, or other modifications to the Agreement.

b. The Owner may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Change Orders which may require additional or revised scope of Work, or other written instructions and orders. All such work shall be governed by the provisions of this Agreement. The Contractor shall comply with all such orders and instructions issued by the Owner. Upon receipt of any such Change Order, the Contractor shall promptly proceed with the Change Order, and the resultant decrease or increase in the amount to be paid the Contractor and/or the time for the performance of the work, if any, shall be governed by the provisions of this Agreement.

c. If any Change Order will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis or a time and material basis, all as hereinafter more particularly described:

(i) If the Owner elects to have any Change Orders performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefore. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change Order (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change Order and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include reasonably anticipated gross wages of Job Site labor, including foremen, who will be directly involved in the Change Order (for such time as they will be so involved), plus payroll costs (including Social Security, federal or state unemployment insurance taxes and fringe benefits in connection with such labor required by union and/or trade agreements if applicable) and up to fifteen percent (15%) of such anticipated gross wages, as overhead and profit for any such entity actually performing the Change Order or a portion thereof. The portion of the proposal relating to materials may only include the reasonably anticipated direct costs to the Contractor, its Subcontractors or Sub-subcontractors (as applicable) of materials to be purchased for incorporation in the Change Order, plus transportation and applicable sales or use taxes, and up to fifteen percent (15%) of said direct material costs as overhead and profit for the entity actually supplying the materials. The proposal may further include the Contractor's or its Subcontractor's or Sub-subcontractor's reasonably anticipated direct rental costs in connection with the Change Order (either actual rates or discounted local published rates), plus up to six percent (6%) thereof as overhead and profit for the entity actually incurring such costs. If any of the items included in the lump sum proposal are

covered by unit prices contained in the Contract Documents, the Owner may elect to use these unit prices in lieu of the similar items included in the lump sum proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices. The lump sum proposal may only include up to six percent (6%) of the amount which the Contractor will pay to any Subcontractor, and up to six percent (6%) of the amount which a Subcontractor will pay to any Sub-subcontractor, for the Change Order as overhead and profit to the Contractor or Subcontractor (only a maximum of two contractual tiers of such markup may be included).

(ii) If the Owner elects to have the Change Order performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change Order (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change Order, or the cost, use or rental of small tools, defined as tools with a cost or value of less than \$1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change Order or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change Order as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change Order, the location and description of the Change Order, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change Order covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change Order.

d. The Contractor shall afford, and shall cause its Subcontractors and Sub-subcontractors to afford, access to the Owner and/or its accountants at all reasonable times to any accounting books and records, correspondence, instructions, invoices, receipts, vouchers, memoranda and other records of any kind relating to the modifications in the Work and all Change Orders, all of which each of them shall maintain for a period of at least four (4) years from and after final completion of the Work. The Contractor and its Subcontractors and Sub-subcontractors shall make the same available for inspection, copying and audit, within three (3) days following notification to the Contractor of the Owner's intent to audit.

8. PROTECTION OF PERSONS AND PROPERTY.

a. The Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby.

b. All Work, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Work, shall be in compliance with, and conform to: (a) all federal, state and local applicable laws, statutes, building codes, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

c. The Contractor shall at all times keep the general area in which the Work is to be performed clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials. The Contractor shall, at its sole cost fully comply with all standards and levels of cleanup, removal or disposal as

the Owner may require. In the event the Contractor fails to comply with the requirements of this paragraph, the Owner may take all appropriate action to perform the necessary clean up activities and shall deduct any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action from the Contract Sum or from any sums then or thereafter due to the Contractor.

9. **BOOKS AND RECORDS.** Contractor shall maintain comprehensive books and records relating to any Work performed under this Agreement, which shall be retained by Contractor for a period of at least four (4) years from and after final completion of this Work. Owner, or its authorized representatives, shall have the right to audit such books and records at all reasonable times upon prior notice to Contractor. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

10. **CONFIDENTIALITY.** The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge or information of or from, material, data, strategies, systems or other information relating to the Work, or the Owner, or its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge or information acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

11. **ASSIGNMENT.** No party to this Agreement is entitled to assign, delegate or sublet this Agreement or any of its rights or obligations under this Agreement to any other party, either voluntarily or involuntarily, without the consent of the other party, which consent may not be unreasonably withheld / granted. Notwithstanding the foregoing, Owner may assign, delegate or sublet its rights and obligations under this Agreement: (i) to any of its Affiliates; or (ii) in connection with (a) a merger or consolidation of it into or with another Person, (b) a sale or assignment of substantially all its assets to another Person or (c) any other transaction which results in another Person owning substantially all of its assets; or (iii) as collateral in connection with a loan to or guaranteed by it. For the purposes of this section, any transaction, or series of transactions whereby the Persons who own the equity interests in any party to this Agreement as of the effective date above, transfer more than 50% of such equity interests to another Person or Persons is deemed an assignment by that party of its rights or obligations under this Agreement.

12. **SUSPENSION OR TERMINATION.** Owner shall, in its sole discretion and with or without cause, have the right to suspend or terminate this Agreement upon three (3) days prior written notice to Contractor. In the event of termination, Owner's sole obligation and liability to Contractor shall be to pay to Contractor, that portion of the Contract Sum for all amounts owed for Work performed through the date of termination, including that portion of profit earned by Contractor on Work performed, plus any earned amounts for extra Work performed pursuant to Articles 4 and 7, through the date of termination. Contractor shall not be paid on account of loss of anticipated or unearned fees, profits, overhead or revenue on unperformed Work, or any other economic loss arising out of or resulting from such termination.

13. **SUBCONTRACTORS.** If the Contractor desires to employ Subcontractors or Sub-subcontractors (collectively "Subcontractors") in connection with the performance of its Work under this Agreement:

a. Nothing contained in the Agreement shall create any contractual relationship between the Owner and any Subcontractor. However, it is acknowledged that the Owner is an intended third-party beneficiary of the obligations of the Subcontractors related to the Work.

b. Contractor shall coordinate the work of any Subcontractors, and remain fully responsible under the terms of this Agreement. Contractor shall be and remain responsible to Owner for the quality, timeliness, completeness and the coordination of all Work performed by the Contractor or its Subcontractors.

c. All subcontracts shall be writing. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and conditions of this Agreement to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.

14. NOTICE.

a. Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, telex, facsimile, cable, or courier service, and shall be deemed given when received by the addressee. Notices shall be addressed as follows:

If to Owner: Ginn-LA Orlando Ltd., LLLP
c/o Ginn Development Company, LLC
215 Celebration Place, Suite 200
Celebration, FL 34747

Copy to: Ginn Development Company, LLC
215 Celebration Place, Suite 200
Celebration, FL 34747
Attention: Contract Administration

If to Contractor: Access Control Technologies
1028 W. Washington Street
Orlando, FL 32805

or to such other address as either party may direct by notice given to the other as hereinabove provided.

b. Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice.

15. CONSENT TO JURISDICTION.

a. Each party hereto agrees to the exclusive jurisdiction of any court located in Orange County, Florida with respect to any claim or cause of action, whether in law or equity, including specific performance and interpleader, arising under or relating to this Agreement, and waives personal service of any and all process upon it, and consents that all services of process may be made by certified or registered mail, postage pre-paid and return receipt requested, to the address of the parties set forth in the Section relating to Notices hereof. Each party hereto waives trial by jury and any objection based on *forum non conveniens* and waives any objection to venue of any action instituted hereunder. Each party hereto agrees that a final judgment in any such action will be conclusive and may be enforced in any other jurisdiction by suit on a judgment or in any other manner provided by law. Nothing in this Section will affect the right of any party hereto to serve legal process in any other manner permitted by law. To the extent that any party hereto has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such party waives (to the fullest extent permitted by applicable law) such immunity in respect of its obligations hereunder.

b. If either party to this Agreement commences a dispute resolution proceeding, whether litigation, arbitration or otherwise, respecting any dispute or claim between the parties to this Agreement arising out of or relating to this agreement, or the breach thereof or the work/services performed pursuant thereto, the prevailing party shall be entitled to the recovery from the other party to the proceedings, of reasonable attorney's fees and other reasonably incurred expenses of the successful prosecution or defense of such proceedings. The term "dispute resolution proceeding" as used herein shall be deemed to include any appeal from a lower court judgment and any proceeding in the United States Bankruptcy Court, whether or not such proceeding involve adversary or contested matters.

16. NO LIENS. Contractor will not cause or permit any mechanics', materialmens', other lien or claim of lien (a "Lien") to be recorded with respect to any property owned, operated or managed by Owner or any of its Affiliates.

Nothing in this Agreement should be deemed or construed as constituting the consent or request of Owner to the recording of any Lien against any such property. In the event any such Lien is recorded with respect to any such property, in addition to any other available right or remedy, Owner or its Affiliate may pay the amount necessary to discharge the such Lien. In the event that Owner pays any amount to discharge such a Lien, Contractor will, promptly upon demand, reimburse Owner or its Affiliate for such amount. Within ten (10) days after receiving notice of any Lien, Contractor must: (a) have such Lien discharged and released; (b) cooperate thereafter with Owner or its Affiliate to accomplish such discharge and release and reimburse Owner or its Affiliate for the direct costs incurred in connection therewith; or (c) deliver to Owner or its Affiliate a bond in form, content, amount and issued by surety, satisfactory to Owner or its Affiliate as applicable, indemnifying, protecting, defending and holding harmless Owner or its Affiliate against all costs and liabilities resulting from such Lien and the foreclosure or attempted foreclosure thereof. Contractor's failure to comply with the provisions of this Section will be deemed a default under the Agreement entitling Owner or its Affiliate to exercise all available remedies at law and in equity including, but not limited to, the right to terminate Contractor's performance under this Agreement without further obligation or liability to Contractor whatsoever. Nothing herein should be construed to restrict Owner or any of its Affiliates from exercising any rights, enforcing, or taking any other actions it or they may be entitled to take with respect to any properties and activities relating thereto.

17. COUNTERPARTS. This Agreement may be executed by each of the parties hereto on any number of separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart signature page to this Agreement in Portable Document Format (PDF) or by facsimile transmission shall be as effective as delivery of a manually executed original counterpart thereof.

18. SEVERABILITY. If a court of competent jurisdiction holds any provision of this Agreement to be contrary to law or void as against public policy or otherwise, such provision shall either be modified to conform to law or be considered severable, with the remaining provisions continuing in full force and effect.

19. CAPTIONS. All captions and headings referred to in this Agreement are for convenience only and should not be used to interpret the meaning of any Agreement provisions. When the masculine, feminine or neutral form of a word appears in this Agreement, that word should be construed to include men, women and other entities to which it applies.

20. MISCELLANEOUS PROVISIONS.

a. Any failure by the Owner to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the Owner may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

b. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute a full and complete release of the Owner by the Contractor from any and all claims, demands and causes of action whatsoever which the Contractor may have against the Owner in any way related to the subject matter of this Agreement and the Contractor shall as a condition precedent to receipt of final payment from the Owner, submit to the Owner a fully and properly executed Final Release, in the form attached to this Agreement as Exhibit D. Neither the Owner's review, approval or acceptance of, nor payment for, any of the Work required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any claims, demands, actions and/or causes of action arising out of this Agreement, and the Contractor shall be and remain liable to the Owner in accordance with law for all costs, losses, and/or damages to the Owner caused by the Contractor's performance of any of the Work furnished pursuant to this Agreement.

c. It is understood and agreed that the Contractor is acting as an independent contractor in the performance of its Work hereunder, and nothing contained in this Agreement shall be deemed to create an agency relationship between the Owner and the Contractor.

d. The rights and remedies of the Owner provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.


Construction Services Agreement
Page 9

Agreement No.: REU-06-108

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

OWNER:

GINN-LA ORLANDO LTD., LLLP

Authorized
Signature: 

Print Name: Edward R. Ginn, IV

Title: Vice President of Development

For Review Only: Jason Farmer

CONTRACTOR:

ACCESS CONTROL TECHNOLOGIES

Authorized
Signature: 

Print Name: Rob Payne

Title: VP Sales

<p align="center">Exhibit A Scope of Work Agreement No.: REU-06-108</p>

SCOPE OF WORK:

The Contractor shall provide and pay for all materials, taxes, permits, tools, equipment, labor, supervision, insurances and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the following Work:

1. OVERVIEW:

- a. The effort at the ^{Reunion} ~~Main Entrance~~ Guardhouse consists of installing existing seven (7) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. Two single barrier gates will be installed at the visitor entrance lanes and one single barrier gate will be installed at the visitor exit lane. Five (5) guard control switches and an Owner provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

NOTE: Existing pavers will need to be removed to install loops.

- b. The effort at the ^{Spine Rd / Hwy 545} ~~Reunion Square~~ Guardhouse consists of installing five (5) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. Three (3) guard control switches and an Owner provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.
- c. The effort at the Carriage Point Guardhouse consists of installing four (4) powder-coated, ornamental aluminum swing gates with motorized operators. A bi-parting pair—working in a master/slave configuration—will be installed at the entrance and exit lanes. Two (2) guard control switches and an Owner provided telephone entry device will provide entry to residents and visitors. This system contains all necessary control devices to ensure proper operation.
- d. The effort at the ^{Reunion West Sinclair Rd and} Tradition Blvd Guardhouse consists of installing five (5) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. A single barrier gate will be installed at the visitor's entrance lane. Three (3) guard control switches and an Owner provided telephone entry device will allow access to residents and visitors. This system contains all necessary control devices to ensure proper operation.
- e. The effort at the ^{Liberty Bluff} Excitement Drive Guardhouse consists of removing existing barrier gates. Five (5) powder-coated, ornamental aluminum swing gates will be installed at the entrance and exit lane. A bi-parting pair—working in a master/slave configuration—will be installed at the resident's entry and the exit location. A single gate will be installed at the visitors' entry lane. Three (3) guard control switches and an Owner provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

NOTE: Contractor will assist with the interfacing of Owner provided card reader and telephone entry device.

2. BASE SYSTEM OPERATION AND EQUIPMENT:

a. Operation:

i. Resident Entry

- Guard Control Switches
- Owner provided card readers

ii. Visitor and Tradesmen Entry

- Telephone Entry Device Owner Provided
 - o By calling resident
 - o By using keypad
- Guard Control Switches

iii. Fireman, Police and Emergency Vehicle Entry

- Emergency vehicle Knox switch

iv. Exit

- Loop detector senses approach of vehicle causing gate to automatically open.

March 2005, ed.

- v. Gate Closing
 - Loop detector senses passing of vehicle causing gate to automatically close.
 - Gate automatically begins closing a few seconds after reaching the fully open position. If a vehicle is stopped in the closing path of the gate, closing will be delayed until the vehicle has moved (up to about 15 minutes).
 - vi. Auto-Open on Power Failure
 - In the event of power failure, all automated gates are to open and remain open until power is restored.
- b. Main Entrance Guardhouse Equipment
- i. 1 ea ACT pedestal for telephone entry device
 - ii. 5 ea Gate control switch
 - iii. 1 ea Emergency vehicle Knox switch
 - iv. 7 ea Single-channel detector
 - v. 7 ea Detector loops embedded in roadway
 - vi. 1 lt Labor to install existing barrier gates and new loops
- c. Reunion Square Guardhouse Equipment
- i. 1 ea ACT pedestal for telephones entry device
 - ii. 3 ea Gate control switch
 - iii. 1 ea Emergency vehicle Knox switch
 - iv. 4 ea DC Solutions "MegaArm T" barrier gate with 12' arm
 - v. 1 ea DC Solutions "MegaArm T" barrier gate with 15' arm
 - vi. 5 ea Surge suppression (power, communication and control) for barrier gate
 - vii. 5 ea Ground rod for barrier gate
 - viii. 4 ea Single-channel detector
 - ix. 4 ea Detector loops embedded in roadway
- d. Carriage Point Guardhouse Equipment
- i. 1 ea ACT pedestal for telephone entry device
 - ii. 2 ea Gate control switch
 - iii. 1 ea Emergency vehicle Knox switch
 - iv. 4 ea Elite model "CSW-200-UL" swing gate operator
 - v. 4 ea Elite model "DC-2000-CSW" battery backup
 - vi. 4 ea Surge suppression (power, communication and control) for gate operator
 - vii. 4 ea Ground rod for gate operator
 - viii. 3 ea Single-channel detector
 - ix. 5 ea Detector loops embedded in roadway
 - x. 4 ea Ornamental aluminum swing gate approximately 18' long x 6' high, powder-coated satin black.*
- *NOTE: Actual gate lengths do not reflect actual road widths, since gate lengths are measured from hinge post-to-hinge post (back of curb-to-back of curb).
- e. Tradition Blvd Guardhouse Equipment
- i. 1 ea ACT pedestal for telephone entry device
 - ii. 3 ea Gate control switch
 - iii. 1 ea Emergency vehicle Knox switch
 - iv. 4 ea DC Solutions "MegaArm T" barrier gate with 12' arm
 - v. 1 ea DC Solutions "MegaArm T" barrier gate with 15' arm
 - vi. 5 ea Surge suppression (power, communication and control) for barrier gate
 - vii. 5 ea Ground rod for barrier gate
 - viii. 5 ea Single-channel detector
 - ix. 5 ea Detector loops embedded in roadway

f. Excitement Drive Guardhouse Equipment

- i. 1 ea ACT pedestal for telephone entry device
- ii. 3 ea Gate control switch
- iii. 1 ea Emergency vehicle Knox switch
- iv. 5 ea Elite model "CSW-200-UL" swing gate operator
- v. 5 ea Elite model "DC-2000-CSW" battery backup
- vi. 5 ea Surge suppression (power, communication and control) for gate operator
- vii. 5 ea Ground rod for gate operator
- viii. 4 ea Single-channel detector
- ix. 6 ea Detector loops embedded in roadway
- x. 2 ea Ornamental aluminum swing gate approximately 14'6" long x 6' high, powder-coated satin black.*
- xi. 1 ea Ornamental aluminum swing gate approximately 16' long x 6' high, powder-coated satin black.*
- xii. 2 ea Ornamental aluminum swing gate approximately 10' long x 6' high, powder-coated satin black.*
- xiii. 1 lt Labor to remove existing barrier gates

3. BASE SYSTEM PRICE, CARD COSTS AND GATE DESIGN:

a. Main Entrance Guardhouse:

Main entrance price including equipment, installation and freight: \$19,775.00

b. Reunion Square Guardhouse:

Reunion square price including equipment, installation and freight: \$32,170.00

c. Carriage Point Guardhouse:

Carriage point price including equipment, installation and freight: \$37,025.00

d. Tradition Blvd Guardhouse:

Tradition blvd. price including equipment, installation and freight: \$32,635.00

e. Excitement Dr. Guardhouse:

Excitement Dr. price including equipment, installation and freight: \$47,050.00

f. Permits:

\$6,500.00

Base System Total:

Total base system price including equipment, installation and freight: \$168,655.00

4. QUALIFICATIONS AND EXCEPTIONS:

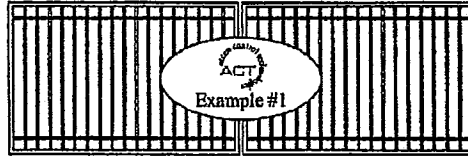
a. The following items being provided by others:

- i. All necessary chase ways for conduits under roadways with ends turned up and exposed.
- ii. A 120vac power source within 100 unobstructed feet of the entrance and exit.
- iii. A distribution box with the needed system circuit breakers.
- iv. Telephone interface located at telephone entry device.

- b. All drive gate and pedestrian access gate hinge posts being installed in dirt. Any core drilling necessary to install these hinge posts where concrete exists, due to sidewalks, column footers, curbs, etc., will be billed separate from the base system total.

5. GATE DESIGN:

- a. The gate design in the base system is "Traditional Georgian". When fabricated in ornamental aluminum, pickets are 1" square mounted 6-1/4" o/c. All materials are powder-coated satin black.

**6. INSTALLATION:**

- a. Includes the following:
- i. Installing all equipment.
 - ii. Providing electrical power to system equipment (115vac, 20amp, single-phase, circuit breaker protected power to each item of equipment).
 - iii. Providing of conduit and control wiring between equipment items.
 - iv. Concrete work required for device mounting pads.
 - v. Making all power and electrical connections to equipment.
 - vi. Installing loops in driveway.
 - vii. Testing out system for proper operation.
 - viii. Training owner in operation of system.
- c. Does not include the following:
- i. Providing 120 ac power to within 100 feet of the entrance/exits.(service, meter)
 - ii. 6" chase ways, under roadways, with ends turned up and exposed.
 - iii. Grounding of fence, if required or applicable.
 - iv. Decorative brick paver removal, if required or applicable.
 - v. Adequate signage, if required or applicable.
 - vi. Adequate lighting, if required or applicable.
 - vii. Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.
 - viii. Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.
 - ix. Removal of trees or other landscaping that may be required in order to install equipment.
 - x. Repair and/or replacements of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
 - xi. Cost of repairing undetected items that may be damaged during installation.
 - xii. Cost of installing, and monthly rental on, telephone line required by telephone entrance device and/or programmable entry device.

End of Exhibit A

<p style="text-align: center;">Exhibit B Special Contract Conditions Agreement No.: REU-06-108</p>
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The following is a list of Standard Rules & Regulations that must be adhered to by all Contractors and Subcontractors and the employees of each, performing Services at the Reunion site. The Contractor shall abide by the following rules and enforce compliance by its employees, subcontractors, suppliers, material men, agencies, etc.

1. Eating, smoking, and drinking of non-alcoholic beverages are restricted to the Owner's designated area, or Contractor's office.
2. The use of alcoholic beverages or illegal drugs is strictly prohibited. Use of such items shall result in immediate dismissal from the premises and subject to arrest.
3. Cigarettes, chewing tobacco, snuff, or other forms of oral tobacco are not allowed in and around community facilities.
4. Contractor's personnel are not permitted to use public restrooms. Restrooms will be designated by the Owner for Contractor's personnel use. Contractors are responsible for keeping restrooms clean.
5. Contractor's personnel shall not congregate on the grounds except to the extent necessary to perform the Services.
6. Contractor's personnel are prohibited from traveling through unauthorized areas. A route will be designated for pick-up and deliveries.
7. All ID tags, if provided by the Owner, must be worn by all personnel of Contractor when performing services on Owner's property.
8. No comments of a derogatory or offensive nature by the Contractor's employees or Subcontractor's employees will be tolerated at any time.
9. Any large equipment used at the site must be coordinated with the Owner with no less than twenty-four (24) hours advance notice.
10. No Owner-supplied materials are to leave the Owner's property.
11. Areas under repair, as well as storage areas in all unoccupied space are to be kept clean and in an orderly fashion on a daily basis.
12. If applicable, all trash and debris shall be delivered and deposited into Contractor's receptacles which shall be maintained by Contractor at those locations designated by the Owner. The area around trash dumpsters and parking areas shall be kept clean by Contractor. Contractor must remove all trash and debris from the site. Any accumulation of trash and debris on the site not removed by the Contractor will result in the Owner's performance of such work and all costs related shall be charged back to the Contractor.
13. Any interruption of utilities by the Contractor must be scheduled with twenty-four (24) hours prior written notice to the Owner.
14. Weekend work or after hours access to the site must be arranged through the Owner. A twenty-four (24) hour notice is required.
15. Contractors are to provide proper supervision on the job site at all times.
16. Loud music shall not be permitted.

17. Strictly prohibited work practices are as follows:
 - A. Working without evidence of insurance and/or necessary permits.
 - B. Commencing additional services, beyond the Scope of Services, prior to receipt of Owner's approval of the notification, except for emergency repair.
18. Owner reserves the right to interrupt Contractor's work due to special events on the premises.
19. Owner reserves the right, but not the obligation, to stop work in progress and notify Contractor of violations of the above rules and regulations. Work shall not proceed further until all parties agree to comply with the above rules and regulations.
20. No pets will be allowed on the premises at any time.
21. All Subcontractors will produce, upon request of the Owner, any city or state licenses required to perform their work.
22. Contractors and its Subcontractors shall adhere to all Federal and State Safety Regulations.
23. Contractor shall properly and adequately barricade areas under repair as to prevent entry by unauthorized personnel.
24. Exceptions to any of the above regulations can only be made through the prior written consent of the Owner.

End of Exhibit B



Access Control Technologies, Inc.

P. O. Box 550190
 Orlando, FL 32855-0190
 Phone: 407-422-8850
 Fax: 407-649-8352

Invoice

Date	Invoice #
4/23/2008	11692

Bill To

Reunion
 C/O Ginn Development
 Attn: Judy Emens
 1000 Reunion Way, Suite 300
 Reunion, Fl. 34747

Ship To

P.O. No.	Terms	Due Date	Rep	Job Number	Ship Date	Ship Via	Job Type
REU-06-108	Net 30	5/23/2008	BB	1475	4/23/2008		RC

Description

The effort at the Main Entrance Guardhouse consists of installing existing seven (7) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. Two single barrier gates will be installed at the visitor entrance lanes and one single barrier gate will be installed at the visitor exit lane. Five (5) guard control switches and a customer provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

NOTE: Existing pavers will need to be removed to install loops.

The effort at the Reunion Square Guardhouse consists of installing five (5) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. Three (3) guard control switches and a customer provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

The effort at the Carriage Point Guardhouse consists of installing four (4) powder-coated, ornamental aluminum swing gates with motorized operators. A bi-parting pair—working in a master/slave configuration—will be installed at the entrance and exit lanes. Two (2) guard control switches and a customer provided telephone entry device will provide entry to residents and visitors. This system contains all necessary control devices to ensure proper operation.

The effort at the Tradition Blvd Guardhouse consists of installing five (5) automated barrier gates. A bi-parting pair will be installed at the residence entrance lane and exit lane. A single barrier gate will be installed at the visitor's entrance lane. Three (3) guard control switches and a customer provided telephone entry device will allow access to residents and visitors. This system contains all necessary control devices to ensure proper operation.

The effort at the Excitement Drive Guardhouse consists of removing existing barrier gates. Five (5) powder-coated, ornamental aluminum swing gates will be installed at the entrance and exit lane. A bi-parting pair—working in a master/slave configuration—will be installed at the resident's entry and the exit location. A single gate will be installed at the visitors' entry lane. Three (3) guard control switches and a customer provided telephone entry device will grant entry to visitors and residents. This system contains all necessary control devices to ensure proper operation.

Retainage	18,040.00
Less Partial Payment on Retainage	-14,432.00

Sales Tax



Balance Due on Retainage

Total

\$3,608.00

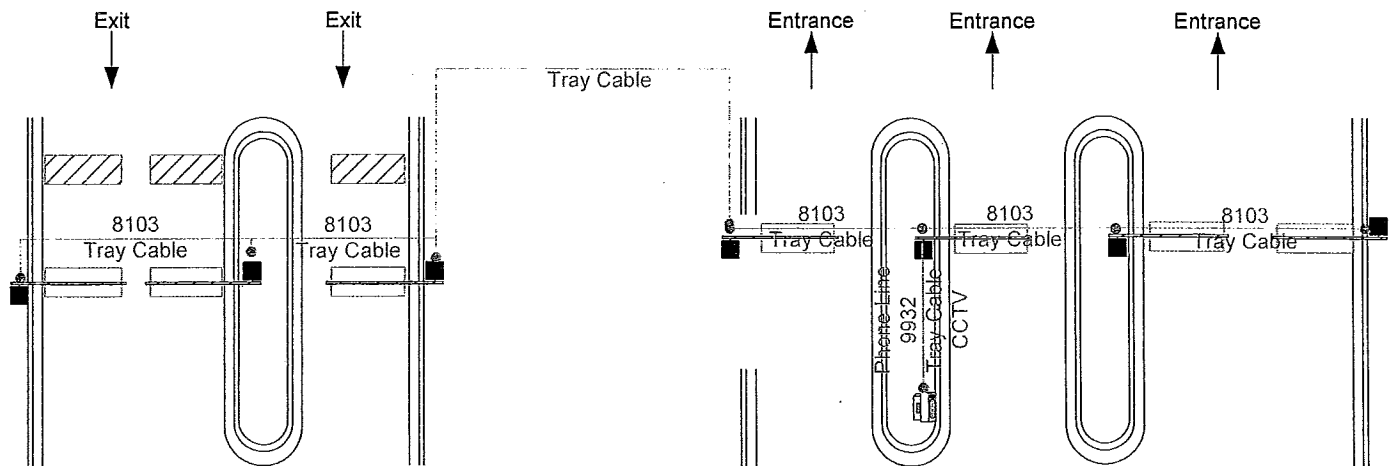
Payment in full is due in accordance with the terms stated. If not so paid, then Buyer is liable for Seller's attorney fees, discovery expenses, court costs, and interest from the date of the statement at 18% annual interest. Seller retains a security interest in the above goods.

SCHEDULE OF VALUES										
SUBCONTRACTOR NAME: ACCESS CONTROL TECHNOLOGIES, INC.										
CONTRACTED BY: GINN COMPANY										
PROJECT: REUNION 2006										
DATE: 4-23-07										
A	B	C	D	E	F	G	H	I		
NO.	ITEM DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED PREVIOUS TO THIS	WORK COMPLETED THIS	STORED MATERIAL	TOTAL COMPLETED & STORED	% (G/C)	BALANCE TO FINISH (C/G)	RETAINAGE	
1.	LOOPS	6300.00	6300.00	0.00	0.00	6300.00	100%	0.00	126.00	
2.	EQUIPMENT	98518.87	98518.87	0.00	0.00	98518.87	100%	0.00	1970.38	
3.	ELECTRICAL ROUGH	28517.12	28517.12	0.00	0.00	28517.12	100%	0.00	570.34	
4.	ELECTRICAL FINAL	15355.38	15355.38	0.00	0.00	15355.38	100%	0.00	307.11	
5.	PERMITS	6500.00	6500.00	0.00	0.00	6500.00	100%	0.00	130.00	
6.	METAL WORK	19963.63	19963.63	0.00	0.00	19963.63	100%	0.00	399.27	
7.	CHANGE ORDER #2	1775.00	1775.00	0.00	0.00	1775.00	100%	0.00	35.50	
8.	CHANGE ORDER #3	1735.00	1735.00	0.00	0.00	1735.00	100%	0.00	34.70	
9.	CHANGE ORDER #4	1735.00	1735.00	0.00	0.00	1735.00	100%	0.00	34.70	
GRAND TOTALS		180400.00	180400.00	0.00	0.00	180400.00	9.00	0.00	3608.00	
SALES REPRESENTATIVE: BRIAN BRINK										
CONTRACT ADMINISTRATOR: KATHY LOWERY										
Draw #9 Job# 1475										
Draws in by the 25th pd by the 15th										

 Free Exit Loop
 Interrupt Loop

AS BUILT
Main Entrance
(Labor Only)

dk



Site drawing for:
 Reunion

Prepared 04/12/2006

Prepared by: Michelle C. Villalobos

Access Control Technologies

For Illustrative Purposes
 Only. Not to Scale.

FileName:
 Reunion 2006.vsd



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Phone: (407) 422-8850

Fax: (407) 649-8352

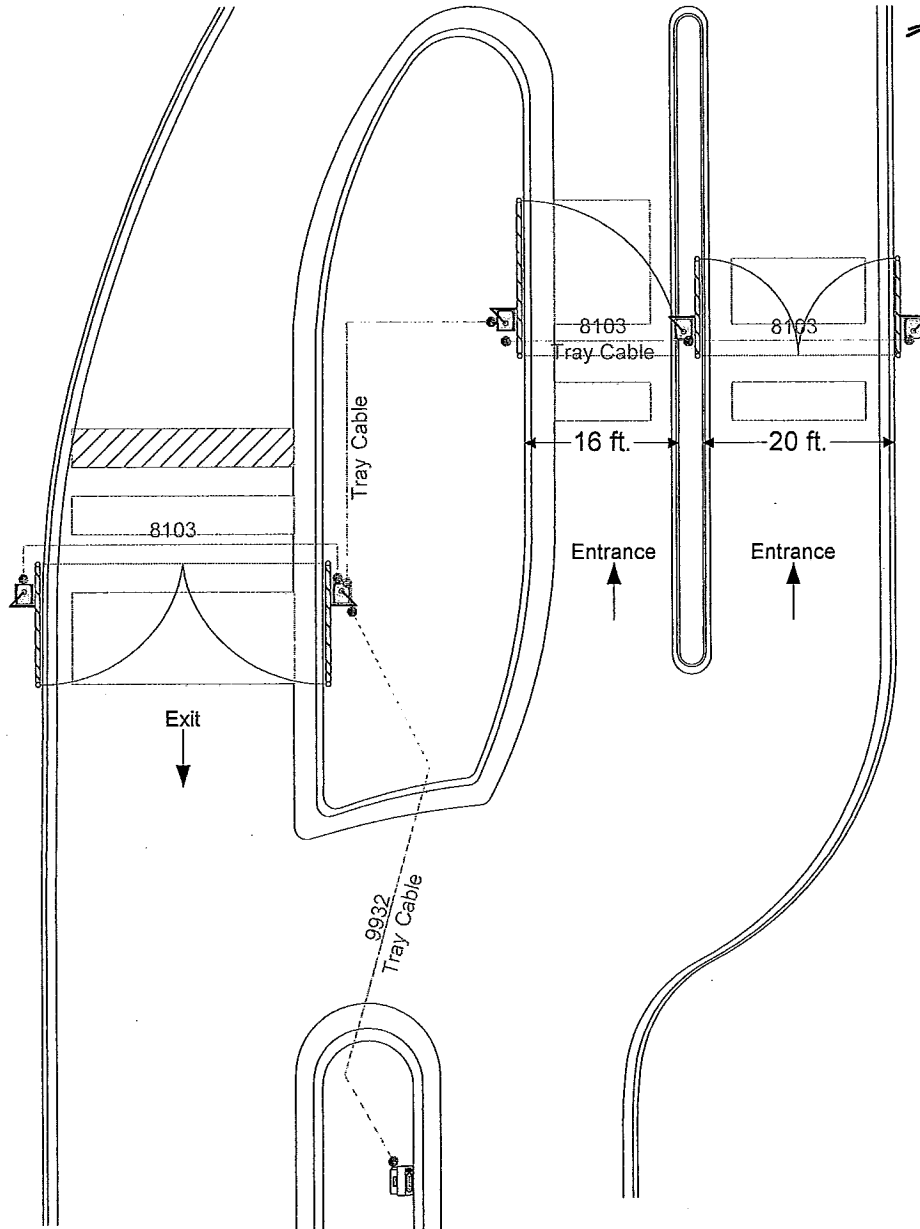
Proposed Access Control System Layout

email: sales@actflorida.com

-  Free Exit Loop
-  Interrupt Loop

AS BUILT
Excitement

ok



Site drawing for:
Reunion

Prepared 04/12/2006

Prepared by: Michelle C. Villalobos

Access Control Technologies

For Illustrative Purposes
Only. Not to Scale.

FileName:
Reunion 2006.vsd

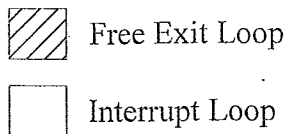
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Phone: (407) 422-8850

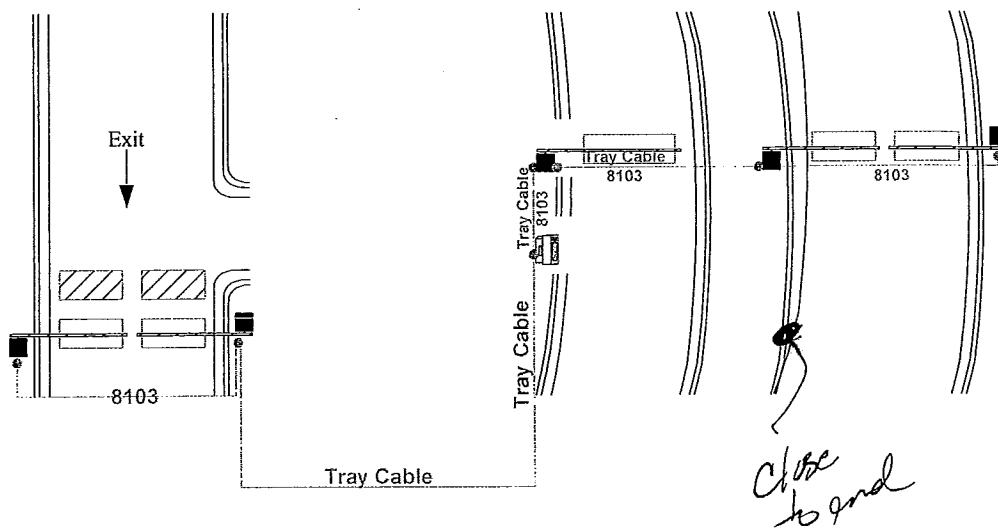
Fax: (407) 649-8352

Proposed Access Control System Layout

email: sales@actflorida.com



AS BUILT
 Reunion Square Guardhouse



Site drawing for:
 Reunion

Prepared 04/12/2006

Prepared by: Michelle C. Villalobos

Access Control Technologies

For Illustrative Purposes
 Only. Not to Scale.

FileName:
 Reunion 2006.vsd

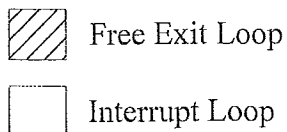
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Phone: (407) 422-8850

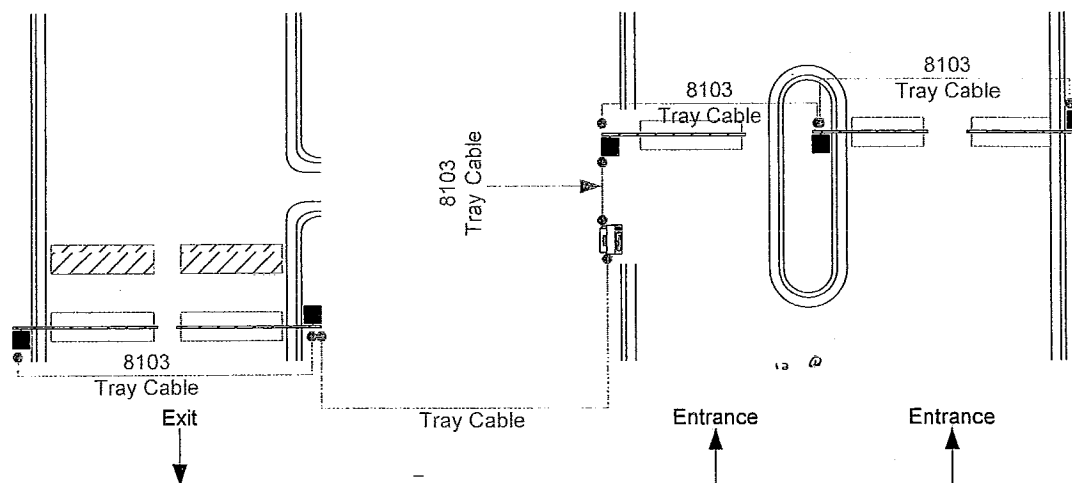
Fax: (407) 649-8352

Proposed Access Control System Layout

email: sales@actflorida.com



AS BUILT
Tradition Boulevard Guardhouse

Site drawing for:
Reunion

Prepared 04/12/2006

Prepared by: Michelle C. Villalobos

Access Control Technologies

For Illustrative Purposes
Only. Not to Scale.

FileName:
Reunion 2006.vsd

Page # 3

Phone: (407) 422-8850

Fax: (407) 649-8352

Proposed Access Control System Layout

email: sales@actflorida.com

Exit Loop

Interrupt Loop

Carriage Point Entrance

Near ~~old~~ Lake Wilson

Customer Provided Telephone Entry Device

Guard House

Gate length does not allow sufficient space for vehicles using the turnaround.

28 ft. 8 in.

20 ft

28 ft. 4 in.

1

Elite "CSW-200-UL" gate operator

3

Elite "CSW-200-UL" gate operator

2

Elite "CSW-200-UL" gate operator

4

Elite "CSW-200-UL" gate operator

Access Control Technologies
ACT

Site drawing for:
Reunion

Prepared 04/12/2006

Prepared by: Michelle C. Villalobos

Access Control Technologies

For Illustrative Purposes
Only. Not to Scale.

FileName:
Reunion 2006.vsd

Page # 1

Phone (407) 422-8850

Fax (407) 649-8352

Proposed Access Control System Layout

email: mcv@actllc.com

1" Stewart Controls

all x

EXHIBIT “C”

**RULES OF THE
REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**

CHAPTER 8

GUARDHOUSE AND ROADWAY GATE OPERATIONS

SECTION 1 PURPOSE. The purpose of this rule is to establish procedures for the use and/or operation of the District's security guardhouse and roadway gates in such a manner as to provide security to the residents and property owners of the District while allowing public access to the public roadways of the District.

SECTION 2 ACCESS TO DISTRICT ROADWAYS. The District is a local unit of special purpose government established for the purpose of planning, financing, constructing, operating and/or maintaining public infrastructure and improvements pursuant to Chapter 190, Florida Statutes, including, but not limited to, the roadways owned and operated by the District (the "District's Roads"). The District's Roads shall remain accessible to the general public at all times subject only to certain security measures that are implemented by these rules.

SECTION 3 ROADWAY GATE OPERATIONS. Access to the District's Roads shall be allowed through gates that have been or will be erected across such roads. In order to facilitate the movement of vehicles through the primary entrance gate while providing security to the residents and property owners of the District, the guardhouse constructed at the main entrance to the District may be manned up to twenty-four (24) hours per day/seven (7) days per week by personnel employed or retained by the District. In the event that the guardhouse is unmanned, the gates will be placed in an upright position. Such personnel shall be available to manually operate the gate to allow access by any and all members of the public. However, the

security officer may record the vehicle license plate information and the date and time of vehicle entry into the District. In the event that the District Manager determines that an emergency exists and that the continued use and/or operation of the roadway gates would be unsafe, the roadway gates shall be placed in the upright position so as to leave the roadway unobstructed. In addition to a manned guardhouse which complies with the provisions of this Rule, the District may also provide for access to the District's Roads through the use of remote control devices, security codes, automatic vehicle detection switches or other means.

SECTION 4 MODIFICATION OF RULES. No modification of these rules shall be effective without twenty-one (21) days' prior written notice to Osceola County of the District's intention to make such modifications, which notice shall include a copy of any such proposed modifications.

SECTION 5 EFFECTIVE DATE. This rule shall become effective November 11, 2004.

Specific Authority: Chapter 190.011(5), 120.54, Florida Statutes.

Law Implemented: Chapter 190.011, 190.012, 190.035, Florida Statutes.

EXHIBIT “D”

SECURITY SERVICES PROVIDER AGREEMENT
(OPERATIONS)

THIS SECURITY SERVICES PROVIDER AGREEMENT (this "Agreement") is entered into as of the 10th day of November, 2005, by and between REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in Osceola County, Florida (the "CDD"), and THE REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC. a Florida not-for-profit corporation (the "POA").

RECITALS

WHEREAS, the following amenities and properties are owned and operated by the Reunion East Community Development District (the "CDD"): See attached Exhibit "A" for a complete list of facilities, together with certain buildings, furniture, fixtures, machinery, appliances, operating equipment, books, records and other personal property used in the operation of such facilities (collectively, the "CDD Facilities").

WHEREAS, the POA acknowledges that the CDD, its residents and their guests expect a high level of service, quality and professionalism with regard to any security service provided within the CDD.

WHEREAS, the CDD, which encompasses approximately 1,000 acres, 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. The CDD was created in October 2001 by Osceola County Ordinance #01-31.

WHEREAS, the CDD owns the real property on which the CDD Facilities are constructed.

WHEREAS, the CDD desires the benefit of the presence and expertise of professional security services to assist in the monitoring and security of CDD Facilities upon the terms and conditions set forth in this Agreement, and the POA is willing to provide such security services to the CDD directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on October 1, 2005 and ending on September 31, 2006. At the end of this initial 12 month term, the Agreement shall be extended for a period of five (5) years and an addendum to this Agreement signed reflecting the new term of the Agreement; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the CDD.

3. Acceptance of Security Services Responsibility. The CDD hereby retains the POA to render the services herein stated in accordance with the standards set forth herein, and the POA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement.

4. Specific Authority. The CDD hereby grants to the POA the power and authority to provide, either directly or through a sub-operator(s), security services to, and surveillance and monitoring of, the CDD Facilities.

5. Delegation. The POA may retain a sub-operator(s), such as a professional security services provider or other qualified operator, including, without limitation, an affiliate of the POA, to perform some or all of its duties with respect to the CDD Facilities and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the POA and any sub-operator(s) (as applicable, the "Sub-Operator"). It shall be the responsibility of the POA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the POA under this Agreement. Should the POA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the POA hereunder, then any reference, where applicable, to the POA in this Agreement shall automatically refer to the Sub-Operator.

6. Expenses and Compensation. The CDD shall reimburse the POA for any and all expenses and costs the POA incurs during the term hereof in relation to providing such security services on behalf of the CDD as described herein, but only up to an amount equal to the sum the CDD has budgeted for security services in that particular year. Should the POA provide security services on behalf of the CDD for only a portion of any given year, then the fee paid by the CDD to the POA for such services shall be prorated accordingly on a monthly basis. The fee payable to the POA for the CDD fiscal year spanning October 1, 2005 through October 1, 2006, is equal to \$1.00, and such annual fee shall be paid to the POA on the date of the execution of this Agreement and is thereafter due on October 1st of each following year. Any past due amounts will bear interest at the rate of 7% per annum. Compensation fees for future years shall be incorporated automatically by the CDD's adoption of its annual budget, but the CDD hereby agrees that the amount allocated for security services in its future annual budgets shall not be less than \$1.00 so long as this Agreement is in force. In the event the CDD's budget does not allocate at least \$1.00 annually for security services, the POA shall have the right to terminate this Agreement at such point when the amount of compensation paid to the POA under this Agreement actually falls below the \$1.00 annual minimum requirement.

7. Services Provided by the POA. The POA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the CDD Facilities are provided with the following security services ("Services"):

(a) security personnel to man the main entry guardhouse within the CDD, 24 hours per day, seven days a week, and control access to the CDD Facilities in strict accordance with specified and approved CDD rules and regulations as adopted by the CDD, as may be amended by the CDD from time to time upon at least 30 days' prior written notice to the POA;

(b) security personnel to constitute roaming security patrols to monitor the CDD Facilities and all roads therein as determined by the CDD and, in the event a Sub-Operator is retained, as confirmed by the POA;

(c) monitoring of all construction sites within the CDD Facilities;

(d) responding to security emergencies within the CDD Facilities;

(e) traffic control when necessary;

(f) on-site vehicle assistance;

(g) maintaining severe weather and disaster response preparedness; and

(h) trained first responders for emergencies.

8. Standards and Operation. The Services shall be provided in accordance with those of a high quality professional security services provider, and at a level consistent with or better than a similar operation in central Florida.

9. Employees; Independent Contractor Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the POA, including the Sub-Operator, are the sole responsibility of such entities retained by the POA. Any entity retained by the POA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the POA shall be an independent contractor and not an employee of the CDD, and any Sub-Operator(s) or entity retained by the POA to perform the Services shall only have contractual privity with the POA and shall not be an employee or an independent contractor 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 POA. The POA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the CDD.

10. Supervision of Security Officers. The POA shall have the sole right to direct and supervise all security officers and other personnel furnished by the POA to the CDD. The CDD shall not have the right to alter instructions or directions given to the security officers or other

personnel furnished by the POA or assume any supervision of such security officers or personnel; however, if it does so, the CDD shall be solely liable for any and all consequences arising therefrom and shall indemnify, defend and hold harmless the POA, any Sub-Operation and their respective affiliates, and their respective owners, officers, directors, partners, employees, contractors, agents and representatives (each, an "Indemnified Party") from and against all liabilities, claims, actions, suits, proceedings, damages, costs and expenses (including attorneys' and paralegals' fees and costs whether suit be brought or not and at all trial and appellate levels and in bankruptcy), of any kind and nature arising out of, resulting from or related to, directly or indirectly, any action or inaction of the CDD in connection therewith or from the security officers or other personnel following the direction of the CDD. Notwithstanding anything contained in this paragraph, any rules, regulations or policies of the CDD either currently in force or officially adopted from time to time by the CDD (which, if applicable, security officers or other personnel shall be required to follow in accordance with this Agreement) shall not be construed as instructions or directions from the CDD to any security officers or other personnel for purposes of liability or indemnification under this paragraph. Furthermore, in the event the CDD shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total amount of any insurance proceeds available to the CDD at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

11. Insurance.

(a) In the event the POA undertakes to directly provide the Services to the CDD, the POA shall obtain and keep in force at POA's expense all of the insurance policies listed below. 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 POA shall furnish certificates of insurance to the CDD prior to the commencement of the Services, naming the CDD as an additional insured, and the POA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the POA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the CDD. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The POA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The POA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.

- (iii) Other Insurance: The POA agrees to acquire and maintain such other insurance as may be reasonably required by the CDD during the term of this Agreement.

In the event the POA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the POA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 10; however, the POA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The CDD shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the POA or a Sub-Operator. Acceptance by the CDD of any evidence of insurance submitted by the POA does not relieve or decrease in any manner the liability of the POA for performance of the Services in accordance with the terms and conditions hereof.

(c) The CDD hereby agrees to maintain an insurance policy insuring against comprehensive general liability with a coverage limit of at least \$1,000,000.00 throughout the term of this Agreement.

12. Licenses, Transfers. The POA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the POA, if possible. In the event the POA is in default under this Agreement and/or this Agreement is terminated by the CDD, the POA 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 which may be held by the POA as are necessary to provide the Services, to the CDD or, at the CDD's sole option, to the CDD's nominee.

13. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated by the CDD upon a material breach of this Agreement by the POA, which breach is not cured within ten (10) days after receipt of written notice thereof from the CDD.

14. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

CDD Manager:	Governmental Management Services, L.L.C. RE: Reunion East Community Development District 10151 Deerwood Park Boulevard, Bldg. 200, Ste. 250 Jacksonville, FL 32256 Attention: District Manager
with a copy to:	The Ginn Company, Inc. 215 Celebration Place, Suite 200

Celebration, Florida 34747

Attention: _____

and a copy to: Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.

POA: The Reunion Resort & Club of Orlando Master
Association, Inc.
215 Celebration Place, Suite 200
Celebration, Florida 34747
Attention: _____

and a copy to: Baker & Hostetler LLP
200 South Orange Avenue
Orlando, FL 32802
Attention: William C. Guthrie, Esq.
Facsimile No.: (407) 841-0168
Telephone No.: (407) 649-4000

15. Waivers.

(a) Risk of Loss. It is understood and agreed between the parties that the POA is not an insurer and that the rates being paid for Services are for security officer services designed to deter certain risks of loss, which rates are not related to the value of the real or personal property monitored in respect of the provision of the Services. All amounts being charged by the POA are insufficient to guarantee that no loss will occur, and the POA makes no guarantee, implied or otherwise, that no loss will occur or that the Services supplied will avert or prevent occurrences or losses that the Services are designed to help deter or avert. The CDD shall assume all risk of loss or physical damage to the CDD Facilities and any other property occurring as a result of nature, fire or other casualty and the CDD waives any right of recovery and its insurer rights of subrogation against the POA or any other person or entity for any loss or damage resulting from any such risks.

(b) Client Vehicle(s). If the CDD requires the POA's personnel to drive any vehicle(s) during the course of their duties other than the security officer's own personal vehicle or a vehicle furnished by the POA, the CDD agrees that its insurance is primary; and the CDD further agrees to carry comprehensive fire and theft, collision and liability insurance on the CDD's vehicle(s) in such amounts and with such deductibles and other terms as the POA may require. The CDD agrees to waive all rights of recovery from the POA and, subject to the limitations contained in this paragraph, to indemnify, hold harmless and defend the POA and each other Indemnified Party from any and all such losses, claims, suits, damages, thefts and expenses that may arise out of the authorized or permitted use of the CDD's vehicle(s). However, in the event the CDD shall be required to indemnify any party under this paragraph, this indemnification shall, in all circumstances, be limited to an amount not to exceed the total

amount of any insurance proceeds available to the CDD at the time the indemnification is made plus any amount previously paid or then due and payable to the POA as compensation for providing the Services hereunder.

(c) Security Officer Theft. It is expressly understood and agreed that under no circumstances will the POA be responsible for the theft or other loss of the CDD's property not directly attributable to thefts by security officers employed by the POA or any Sub-Operator. In the event of allegations of security officer thefts, the CDD waives its right of recovery unless (i) the POA is notified in writing of such allegations within forty-eight (48) hours of the discovery of any suspected security officer theft; (ii) the CDD fully cooperates with the POA in the investigating of the facts; (iii) the CDD presses formal charges; and (iv) a conviction is obtained.

16. Indemnification. Except for matters specified in Section 15, the POA agrees to indemnify, save harmless and defend the CDD, their 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) the POA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the POA, its agents, employees or subcontractors, in the performance of this Agreement.

17. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the POA and any Sub-Operator(s) the POA may retain to provide the Services.

(a) At all times, the POA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the CDD, including, but not limited to, the Rules of the Reunion East CDD, Chapter 8, a copy of which is attached hereto as Exhibit "B" and incorporated herein.

(b) The POA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the CDD Facilities are located, at the POA's sole cost and expense, and the POA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the POA, unless specifically instructed by the CDD or the CDD Manager that it intends to contest such orders or requirements and that the POA shall not comply with the same. The POA shall provide immediate notice to the CDD Manager, which shall in turn notify the CDD within two (2) business days, of any such orders or requirements upon receipt of same.

(c) 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. The POA agrees to comply with all applicable requirements of the "Sunshine Law," the "Public Records Law," the Community Development Districts Law, and all other statutes and regulations applicable to the POA.

(d) The POA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the CDD Facilities except in quantities reasonably necessary to carry out its duties under this Agreement. The POA shall hold the CDD harmless from any fines, penalties, costs and damages resulting from the POA's failure to do so. The POA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the POA shall be responsible for the payment of any associated fines or penalties.

(e) The POA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such 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.

18. 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 the POA in connection with the Services and/or CDD Facilities and any related records are property of the CDD. The POA agrees and acknowledges that any and all such books, documents, records correspondence or other information may be public records under Chapter 119, Florida Statutes. The POA agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by the POA are "public records" which must be available to the public. The POA 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 CDD pursuant to Section 720.303 Florida Statutes.

19. Maintenance of CDD Facilities. Notwithstanding the fact that the POA or a Sub-Operator may occupy a CDD Facility in order to provide the Services under this Agreement, the CDD shall be responsible for the maintenance of all CDD owned property and assets including, but not limited to, any and all guard houses and security gates. However, the POA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items which are necessary for the POA or Sub-Operator to provide the Services contemplated hereunder. In addition, the POA or the Sub-Operator shall maintain a current inventory of all items or assets owned by the POA or the Sub-Operator which are installed, placed or stored on CDD property or in a CDD Facility, but these items and assets shall at all times remain the property of the POA or the Sub-Operator, as the case may be.

20. Planning and Financial Reporting. The POA shall develop and maintain a business plan and procedures manual for the operation of the security services within the CDD. A representative of the POA will provide, on an annual basis, financial reports to the CDD or the

CDD's designated representative by the thirtieth (30th) day of the month following the end of each fiscal year of the POA. At the request and expense of the CDD, an audit may be requested by the CDD at any time. The POA shall cooperate fully with the auditor selected by the CDD.

21. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the CDD's immunity or limitations on liability 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. 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.

23. Attorneys' Fees. In the case of the failure of either party hereto to perform and comply with any of the terms, covenants or conditions hereof, and such terms, covenants or conditions, or damages for the breach of same are enforced or collected by suit or arbitration or through an attorney at law, whether suit or arbitration is brought or not, the party so failing to perform and comply hereby agrees to pay the other party hereto a reasonable sum of money for attorneys' fees, together with the costs, charges, and expenses of such collection or other enforcement of rights in any such litigation or arbitration.

24. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

25. No Waiver. 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.

26. 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) Except as set forth herein, the POA may not assign this Agreement or any of the rights and duties expressed herein except with the CDD Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

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

(h) Ginn. The tradenames and brandnames, "The Ginn Company" and "Ginn Clubs & Resorts" and derivations thereof are owned solely and exclusively by Ginn Development Company, LLC and such names may be used only by parties licensed to use such names. Ginn Development Company, LLC, operating in its own name or as either "The Ginn Company" or "Ginn Clubs & Resorts", through its subsidiaries and other affiliates, acts as the representative of separate limited liability limited partnerships and limited liability companies ("Project Partnerships") that acquire real property to be developed as highly amenitized residential resort communities (each a "Ginn Community"). Each Ginn Community is separately owned by an independent Project Partnership, and each such Project Partnership is solely and exclusively responsible for the obligations and liabilities incurred in connection with the acquisition, development, financing, marketing, management and operations of the specific Ginn Community owned by such Project Partnership. Ginn Development Company, LLC (d/b/a the Ginn Company or Ginn Club & Resorts) does not own or control any interest in any Project Partnerships. The descriptions of the business activities of Ginn Development Company, LLC (d/b/a The Ginn Company or Ginn Clubs & Resorts) appearing in any of the company's advertising or marketing materials, on its websites, or otherwise published in the public domain are solely intended to describe generally the scope of its undertakings and accomplishments on behalf of each of the Project Partnerships. Ginn Development Company, LLC (d/b/a The Ginn Company and Ginn Clubs & Resorts) and each of its subsidiaries and affiliates are separately organized, capitalized, managed and operated. Any claims by any persons or entities that arise

as a result of doing business with Ginn Development Company, LLC (d/b/a The Ginn Company or Ginn Clubs & Resorts) or any of its subsidiaries or affiliates (each hereinafter referred to as a "GDC Company") are solely and exclusively limited to the specific GDC Company and the assets of such GDC Company with whom such person or entity is doing business. The CDD acknowledges and agrees that its sole recourse hereunder for any breach by the POA of the terms hereof shall be against the POA and not any GDC Company or Project Partnership.

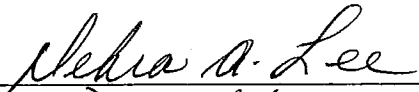
(i) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.

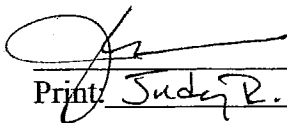
[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO SECURITY SERVICES PROVIDER AGREEMENT

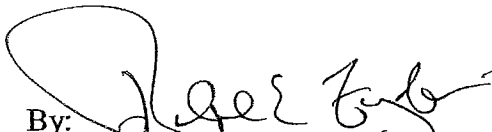
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:

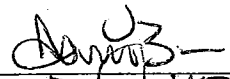

Print: DEBRA A. LEE

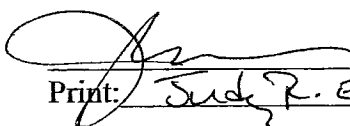

Print: Judge R. EMENS

REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT

By: 
Print: David Z. Taylor
Title: Vice President

WITNESSES:


Print: David W. Burman


Print: Judge R. EMENS

THE REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC. a Florida not-for-profit corporation

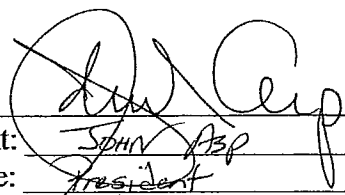
By: 
Print: SPHR ASP
Title: President

EXHIBIT "A"

LIST OF CDD FACILITIES/PROPERTY

**Reunion West CDD
Gatehouses Addresses and Locations**

Gate Location	Address
Reunion West Gate (Sinclair Road/Tradition)	700 Tradition Blvd

EXHIBIT “E”



Integrated Systems
6950 Phillips Highway, Suite 54
Jacksonville FL 32216
Tel (904) 296 4483
Fax (904) 296 9455
www.ingersollrand.com

July 1, 2008

Ginn Reunion Master POA
7855 Osceola Polk Line Road
Davenport, FL 33896

Attention: David Burman
CC: Rick Staly

Re: Proposal for Reunion Sinclair Road Gatehouse Security

Dear Mr. Burman,

Thank you for the opportunity to allow Ingersoll Rand Security Technologies to review your project requirements and provide Ginn Reunion Master POA the attached proposal.

Your firm's security, as well as your peace of mind, is our highest priority. We specialize in providing safe and secure environments for our clients worldwide. Ingersoll Rand Security Technologies provides you access to the most comprehensive suite of installation, maintenance and professional services in the industry; all from one source. Our services include:

- System design and specification
- Installation scheduling and project management
- System operator and administrator training
- Preventative maintenance scheduling
- 24 x 7 x 365 service technician dispatch
- Guaranteed on-site response

Again, thank you for the opportunity to allow Ingersoll Rand Security Technologies to provide an innovative security solution to meet your needs. Should you have any questions regarding the attached proposal, please feel free to contact me at (904) 296 4483.

Sincerely,

Charlie Taylor
Ingersoll Rand Security Technologies



Detailed Scope of Work

This is a proposal for access control, and CCTV work for the Ginn Reunion Sinclair Rd Gatehouse.

The access control system will include two readers (x1-proximity/magstripe combo, x1-AAID long range reader) for each gate. The readers will be installed on an existing pedestal at each location. The readers will both control the gate designated as the owner entrance. Visitor Gate entrance will be via existing push button controls in the Gatehouse and is not included in our scope of work. IRST will install a local Lenel LNL-2220 controller with onboard ethernet and reader ports in an enclosure provided by Ginn. The controller will be linked to a network port in the enclosure provided by Ginn. IRST will install a local AL400ULX power supply with battery to power the readers and controller module. 110VAC connection in the controller will be by Ginn. Conduit path between the pedestal, NEMA enclosure, and gate operator(s) will be by Ginn. This proposal includes the physical installation of the Lenel equipment and readers. Programming of these components will be completed under a different project.

The CCTV system will consists of (3) Panasonic WV-NW484S IP minidome cameras. 2 will be on the building to view the first lane and 1 will be on the card reader pedestal. A Lenel IP camera is included for these cameras. In addition, (2) Lenel video concurrent user license is included with this proposal.

The cameras will be linked to a network connection in the NEMA enclosure provided by Ginn. The cameras will be powered via Ginn's POE switch. Conduit from the location of the cameras to the NEMA enclosure will be by Ginn. Lenel IP license and programming of the cameras will be completed under a different project.

Work By Others

This is a summary of items to be completed by Ginn for this project:

1. Existing Pedestals for card readers, intercoms, and cameras at each location
2. NEMA enclosure with network connectivity and power at each location
3. Conduit paths between pedestals, NEMA enclosures, gate operators, and camera pedestals.



Detailed Bill of Material:

The following is a detailed bill of material for the proposed systems:

Item	Manufacturer	Product #	Product Description	Qty
1	Anixter	TBD	18/6 OS, direct burial, 500'	3
2	Anixter	TBD	18/4, direct burial, 500'	3
3	Anixter	TBE	Cat 5, direct burial, 500'	3
4	AAID	AA-NEM4	NEMA 4 Outdoor Reader Enclosure	1
5	AAID	AA-P12B	Power Supply w/ Battery Backup	1
6	AAID	AA-R500WP	Long Range Reader, 26-bit Wiegand	1
7	HID	D6-31102305	Dorado 230 Proximity/Magstripe Reader Combo	1
8	Lenel	LNL-2220	Intelligent Dual Reader Controller with onboard ethernet, 2 readers	1
9	Paragon	NA	Paragon Metals Housing	1
10	Yuasa	NP712	12V 7amp Battery	1
11	Altronix	AL400ULX	Power Supply, 12VDC or 24VDC Output 4	1
12	Panasonic	PWM484S	Camera Wall Mount	1
13	Lenel	SW-LNR-CH1	Lenel IP Camera License	2
14	Lenel	SWC-DV	Lenel Video Concurrent User License	2
15	Panasonic	WV-NW484S	IP Minidome Camera, Surface Mount	2

Proposal Pricing Summary:

Ingersoll Rand Security Technologies, also known as Electronic Technologies Corporation USA (a New York corporation) ("Ingersoll Rand Security Technologies") proposes the installation of the above scope of work for the amount of:

\$18,847.81

This price is subject to the aforementioned scope of work and standard Ingersoll Rand Security Technologies Qualifications and Terms & Conditions. This proposal is valid for 90 days. This proposal does not include any applicable taxes. Taxes will be charged on the full contract amount based on tax information received at time of contract.

Confidentiality Agreement:

This proposal is intended for the sole use of Ginn Reunion Master POA and is not to be duplicated or distributed except for the use of Ginn Reunion Master POA employees involved with this project.



Qualifications:

1. All work is to be performed during normal working hours (8:00am - 4:30pm). Overtime required for additional out of scope work, testing, or technical assistance will be billed for on a differential basis.
2. Ingersoll Rand Security Technologies standard Terms and Conditions apply (see attached).
3. Mobilization Fee of 25% required to initialize project, purchase equipment, and expedite services and resources. The remainder of the project will be billed on a progressive monthly schedule proportional to the percentage of project completion.
4. This proposal excludes all applicable taxes. Taxes will be billed on the full contract amount unless a tax resale or capital improvement certificate is received prior to execution of the contract.
5. All equipment listed will carry a 1 year warranty from date of completion, unless extended warranties are executed.
6. All labor used to install equipment listed will carry a 1 year warranty from date of completion, unless extended warranties are executed.
7. This proposal is based on providing material and technical assistance only as required to provide an operational system as specified.
8. This proposal does not include data base entry for access control users.
9. All associated electrical installation, wiring, back boxes, conduit, wire and labor is by others (General Contractor or Electrical Contractor).
10. All associated mechanical or hardware installation, millwork and other general construction, general conditions, patching, painting, rubbish removals and asbestos removal/abatement is by others.
11. This proposal does not include filing, Asbestos work, filing and inspection fees or expediting costs.
12. The remainder of the project will be billed on a progressive monthly schedule proportional to the percentage of project completion.

Thank you for the opportunity to provide this proposal for your review and consideration. We look forward to assisting in all of your systems needs.

Sincerely,

Charlie Taylor

Ingersoll Rand Security Technologies
also known as Electronic Technologies Corporation USA

Accepted By: _____ Date: _____

Print Name: _____ Title: _____

PO Number: _____



TERMS AND CONDITIONS

1. **Parties:** The parties to this agreement ("Agreement") are (1.) Ingersoll Rand Security Technologies, also known as Electronic Technologies Corporation USA ("Ingersoll Rand Security Technologies" or "Company"), a New York corporation, and (2.) the Customer as defined by that entity identified in the signature block of this Agreement.
2. **Equipment:** The systems, other equipment and accessories specified on Company's proposal and in Customer's purchase orders which are accepted subsequently by Company, including additions, replacements and replacement parts are referred collectively as the "Equipment".
3. **Acceptance:** This Agreement will be binding on Company only if Company accepts it, as evidenced only by the signature of an authorized representative of Company. Company will not be deemed to have accepted this Agreement unless: (a) Company has received from Customer any down payment shown on the face of this Agreement, (b) Company's credit evaluation of Customer is satisfactory and (c) this Agreement does not contain any mathematical error or unauthorized price or change. With Company's authorization, Customer may order additional Equipment through submission of its purchase orders. The provisions of this Agreement will govern the purchase of all Equipment under such purchase orders.
4. **Taxes and Fees:** Customer will pay when due all taxes, including sales, use, privilege, excise, personal property, value added and other taxes, but not federal or state income or franchise taxes imposed on Company, and all other governmental charges, assessments, fees and any related interest or penalties imposed with respect to the Equipment or the transactions contemplated by this Agreement. If Customer fails to pay any such amount when due, Company may elect to pay it and Customer will promptly reimburse Company for such payment, together with interest from the date paid at the Overdue Rate (as defined in Section 12). If Company is required to obtain any local permit or license to enable it to install the Equipment at Customer's sites, Customer will reimburse Company for any related fees or charges.
5. **Obligations; Late Charges:** Customer will pay Company or any assignee of Company (an "Assignee") the purchase price for the Equipment, the installation, maintenance and any other charges set forth on the face of this Agreement or any applicable purchase order. All such payments and other obligations in connection with this Agreement or any such purchase order are referred to collectively as the "Obligations". Customer will make all payments to Company or any Assignee at such address as Company or such Assignee designates in writing. Company or its Assignee shall invoice Customer for all Equipment, installation, maintenance and other charges, and payment shall be due Net 30 days after date of invoice. For "Equipment Only" orders, equipment charges shall be invoiced upon shipment from the designated shipping point. For "Installation Projects", equipment charges shall be invoiced upon receipt at Company's local staging area and installation charges shall be invoiced progressively (if applicable, Retention of ____ % until completion of the project). For "Installation only", installation charges shall be invoiced progressively. Maintenance charges shall be billed in advance in installments as specified on the face of this Agreement and installation charges shall be invoiced upon completion of identifiable milestones or as specified on the face of this Agreement. If Company or any Assignee does not receive any payment within 10 days after its due date, Customer will pay a late charge of 1.25% per month or 15% per annum or the maximum amount permitted by law on such payment. Any such late charges, if assessed, will be part of the Obligations.
6. **Security Interest:** In order to secure payment and performance of all Obligations and any other current or future obligations of Customer to Company in connection with any other agreement between them, Customer grants to Company and any Assignee a continuing security interest in the Equipment, all other similar equipment provided by Company in the possession or control of Customer, and all proceeds thereof, including insurance proceeds (collectively, the "Collateral"). This security interest will terminate only on the discharge in full of all the Obligations and all such other obligations of Customer to Company.

Whenever requested by Company or any Assignee, Customer will execute and deliver one or more financing statements and such other documents, and Customer will do all such acts and things, as Company or such Assignee reasonably requests to further evidence, perfect, maintain or enforce the security interest. Company and any Assignee may file or record this Agreement and execute and file, at any time, financing statements with respect to the Collateral signed only by Company or such Assignee. Customer irrevocably appoints company and its assignees its true and lawful attorneys-in-fact to execute and file all such documents on behalf of Customer.

7. **Transportation; Risk of Loss; Insurance:** All orders will be shipped F.O.B. Company's designated shipping point. All orders will be shipped directly to Customer or to a staging area designated by Company. Customer will pay all expenses, including insurance, for handling and transporting the Equipment from and to the designated shipping point and/or the designated staging area for any reason.

Customer will bear all risk of loss or damage to, or theft of, the Equipment once it has left the designated shipping point. Until the Obligations are paid in full, Customer will, at its expense, keep the Equipment insured under policies issued by reputable insurance companies for all risk commercial property coverage based on full insurable value. Customer will provide evidence of such insurance to Company or any Assignee, on request. If the Equipment suffers a casualty covered by insurance, Customer will apply all insurance proceeds to pay the Obligations, but will remain liable for any Obligations remaining unpaid.



8. **Training; Use of the Equipment.** Customer will permit Company to train its personnel in the proper use of the Equipment on or prior to installation, and Customer will provide training for its new personnel. Customer will use the Equipment only in accordance with Company's specifications and instructions.
9. **Power Requirements.** Customer shall provide electrical power and telephone lines for the Equipment in accordance with Company's specifications.
10. **Supplies.** All supplies, components and replacement parts used in conjunction with the Equipment, which are not furnished by Company, must meet Company specifications. Company will not be liable for any loss, damage or injury to the Equipment, Customer, its employees or agents or any other person caused by the use of non-conforming supplies, components or replacement parts. Company will not be required to make any adjustment, replacement or repair under any applicable warranty or maintenance service if Customer uses non-conforming supplies, components or replacement parts in conjunction with the Equipment.
11. **Maintenance Service.** Company will provide maintenance service for the equipment listed in Attachment A (the "Maintained Equipment") in accordance with the provisions of this Section 11 for the charges, if any, specified on the face of this Agreement. Maintenance service shall commence upon the expiration of the warranty period and shall continue throughout the term specified on the face of the agreement. Upon expiration of the original term, maintenance service will be automatically renewed for successive twelve month periods at company's then prevailing maintenance charges unless one party serves written notice of cancellation on the other party at least 30 days prior to the expiration of the then current term. Either party may terminate any such renewal term upon 30 days written notice. However, in no event shall Customer be permitted to terminate maintenance service until all obligations under this agreement have been paid in full.

Maintenance service is intended to keep the Maintained Equipment in, or restore it to, manufacturer's specifications but does not assure uninterrupted operation of the Maintained Equipment. Company shall have full and free access to the Maintained Equipment during the hours specified on the face of this Agreement to perform maintenance services. For services rendered at Customer's request outside of such hours, Customer will be charged for labor, travel time and expenses at Company's established rates. Such modifications shall be made at a time mutually agreeable to Customer and Company. Subject to Company's instruction and direction, Customer shall at its own expense and when necessary, perform certain duties and services of a housekeeping nature, such as but not limited to, the replacement of printer ribbons and paper, and cleaning of magnetic tape heads.

Customer shall provide, free of charge and with ready access, storage space for spare parts, working space, heat, light, ventilation, electric current and outlets for the use of Company's maintenance personnel. Customer shall maintain site environmental conditions throughout the term of this Agreement in accordance with the specifications established by Company for the Maintained Equipment. Customer's personnel shall not perform maintenance or attempt repairs to Maintained Equipment except as specified and approved by Company in writing.

EXCLUSIONS: Company is not responsible for servicing tags, labels, pedestal covers, access cards, VCR heads, printer material or other cabinetry. Company shall not be responsible for any failure to render maintenance service due to work stoppage, fires, floods or causes beyond its control. Customer will be charged at Company's applicable service charges then in effect for service (including labor, travel charges, parts and materials) requested or required as a result of: (1) reinstallation or relocation of Maintained Equipment; (2) any service calls prompted by systems alarming due to tag proximity (migrating tags); (3) any request by Customer for changes to Maintained Equipment; (4) accident, disaster, lightning and other acts of God, misuse (including, but not limited to, use of the Maintained Equipment not in accordance with Company's specifications or operational procedures), neglect, abuse, alterations, adjustments, repairs or maintenance not done by Company, or by parts, accessories, attachments or other devices not furnished by Company; (5) failure to continually provide suitable installation environment with all facilities as prescribed by Company including, but not limited to, adequate space and electrical power; or (6) any causes external to the Maintained Equipment, such as but not limited to, power failure or air-conditioning failure.

Parts removed and taken by Company shall become the property of Company. Any Maintenance Aids provided by Company hereunder, including but not limited to maintenance software, are the property of Company and are proprietary to it. Customer agrees to keep confidential and to utilize its best efforts to prevent and protect the contents of these Maintenance Aids or any part thereof, from unauthorized disclosure by its agents, employees or customers. Customer agrees that it will not make or have made copies of any Maintenance Aids or part thereof without the prior written consent of Company. If, after the initial term of maintenance service, any item of Maintained Equipment is, in Company's opinion, in need of refurbishment or overhaul, Company shall submit to Customer a description of the necessary refurbishment and Company's charges to Customer for such refurbishment. If Customer does not elect to have Company refurbish such equipment, Company shall: (i) be relieved of maintenance responsibility for such equipment under the terms of this Agreement, and (ii) upon mutual agreement provide maintenance service for such equipment on a time and materials basis in accordance with its published terms, conditions and charges for such services.

After the initial term of maintenance service, Customer, by written amendment to this Agreement, may change the maintenance service provided under this Agreement, to another plan then offered by Company to its customers for the equipment specified herein. In the event of such change, the published rates and terms then in effect for the maintenance plan selected shall apply. Changes in specifications for the Maintained Equipment may result in an adjustment of the Maintenance Service Fee. Such adjustment will become effective upon the installation of the specific change. Company may change the rates specified herein effective upon expiration of the first year of maintenance service or at the end of any calendar month thereafter, by giving at least thirty (30) days written notice. Rental charges for any special equipment such as fork lifts, man lifts, cherry pickers, etc. required to provide the maintenance service hereunder shall be paid by customer as additional charges.



Customer shall not cause modifications to be made, or accessories, attachments, features or devices to be added to the Maintained Equipment without the prior written approval of Company. Upon mutual agreement, Company shall perform modifications to the Maintained Equipment and Company shall adjust the Maintenance

- 12. Warranties: Limitation of Liability.** Company warrants that the Equipment will be free from defects in materials and workmanship on delivery or, if Company installs the Equipment, on installation. Company's sole obligation under this warranty will be to repair or replace broken or defective Equipment as necessary to return the Equipment to normal operating order, at no charge for parts for the first twelve (12) months and no charge for labor for the first twelve (12) months following the earlier of substantial completion and/or acceptance by the customer.

EXCEPT AS SET FORTH IN THIS SECTION 12, COMPANY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ITS OPERATION, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE. If Company or its employees, agents or franchisees fail for any reason to provide maintenance service or make faulty repairs or adjustments, or damage any equipment, whether or not caused by negligence, Company's sole liability to customer will be to make any repair, adjustment or replacement necessary to return such equipment to normal operating order. In no event will company or its employees, agents or franchisees be responsible for failure to provide service due to causes beyond their control. No failure to provide maintenance service will release customer from any obligations. Company and its employees, agents and franchisees will in no event be liable for any incidental, consequential or other direct or indirect damages suffered by customer, any of its employees, agents or any other person arising out of or in connection with the use or performance of the equipment, even if they have been advised of the possibility of such damages. Company neither assumes nor authorizes any employee, agent or franchisee to assume for company any other liability in connection with the sale or use of the equipment.

Customer agrees that any liability of Company or its employees, agents or franchisees due to any failure of the Equipment or any other act or omission of Company or any of its employees, agents or franchisees in the design, installation, maintenance or service of the Equipment will be limited exclusively to a sum equal to the purchase price of the Equipment involved, as liquidated damages and not as a penalty. Further, Customer will hold harmless and indemnify Company and its officers, directors, employees, agents and franchisees against any loss, liability or expense (including reasonable attorneys' fees and disbursements) in excess of the amount provided above as liquidated damages on account of any such failure, act or omission. Customer agrees to obtain and maintain liability insurance from financially sound and reputable insurance companies against malpractice and other liabilities and risks of a character usually insured against by healthcare facilities such as Customer with adequate and prudent minimum limits of liability.

- 13. Default.** Customer will be in default if, while any Obligations are outstanding, (a) Customer fails to pay when due any Obligations or any amount due under any other agreement with Company, or if any insurance required to be maintained by Customer lapses, and such failure continues for 10 days, (b) Customer fails to observe or perform any other covenant of this Agreement or any such other agreement and such failure continues for 20 days after written notice thereof to Customer, (c) any levy, seizure or attachment of the Equipment occurs, (d) Customer becomes insolvent or makes an assignment for the benefit of creditors, or any insolvency, bankruptcy, reorganization or similar proceedings by or against Customer are instituted, or a receiver, trustee or liquidator of Customer or a substantial part of its assets is appointed, with or without Customer's consent, or (e) Customer ceases to do business.

If Customer is in default, Company may, in its sole discretion, without further notice, exercise one or more of the following remedies: (i) declare all unpaid Obligations immediately due and payable, (ii) terminate this Agreement or any applicable purchase order as to any Equipment, (iii) with or without notice or legal process, enter any premises in which the Collateral may be located and take possession or remove it, without any liability for doing so, (iv) cause Customer to return the Collateral promptly to Company, (v) use, hold, sell, lease or otherwise dispose of any or all of the Collateral, in whole or in part, free and clear of any rights of Customer, at public auction or private sale or lease, and have the right to bid and purchase at such sale, (vi) enforce Customer's performance of the Obligations or recover damages for the breach thereof and (vii) exercise any and all rights and remedies available to Company under law, including those of a secured creditor under the Uniform Commercial Code.

In addition, Company will, at its election, be entitled to recover immediately as liquidated damages for loss of a bargain, and not as penalty, an amount equal to the sum of (1) all Obligations then due but unpaid, plus (2) an amount equal to (A) the difference between (i) all remaining Obligations not then due and (ii) the costs which Company would have incurred in the performance of its obligations hereunder after the default, if the default had not occurred, all as reasonably determined by Company, (B) discounted to present value as of the date of default at the rate of 7%. Customer agrees that such liquidated damages are reasonable and appropriate, as Company markets similar equipment in the ordinary course of its business and maintains substantial inventories to meet customer needs. Customer will pay Company on demand (i) any deficiency in the payment of any Obligations remaining after Company's exercise of any of its rights and remedies and (ii) all expenses incurred by Company in connection with the enforcement of this Agreement, the collection, removal, repossession, holding, preparation for sale and disposition of the Collateral, paying or settling liens and claims against the Collateral and other similar activities, including the maximum attorneys' fees permitted by law. All such expenses will be part of the Obligations. At Company's request, Customer will assemble the Collateral and make it available to Company at a place designated by Company. Obligations that are not paid when due (including those which have been accelerated) and the liquidated damages provided above will bear interest at the lower of 20% per annum or the maximum rate allowed by law (the "Overdue Rate") from the date due, or in the case of liquidated damages, from the date of Customer's default, until paid.

If Company is required under the Uniform Commercial Code to give Customer notice of the time and place of any public sale or the time after which any private sale or other disposition of the Collateral is to be made, such notice will be deemed to be reasonable if mailed by registered or certified mail to the last known address of Customer at least seven days prior to such action. Customer waives any right to require notice of sale or other disposition, the place thereof and the manner and place of any advertising. Customer waives



all rights to notice and to a judicial hearing with respect to the repossession of the collateral by Company if Customer defaults hereunder. All remedies of Company are cumulative and in addition to every other remedy available to Company, whether now or hereafter existing. Company may, to the extent permitted by law, exercise any remedies concurrently or separately, and the exercise of any one remedy will not be deemed an election of such remedy or to preclude the exercise of any other remedy. Company's failure at any time to enforce any right or remedy available to it or to require Customer's performance of any of the provisions of this Agreement, or any delay in so doing, will not be deemed to constitute a waiver of any such right or remedy, nor will it in any way affect Company's right to enforce any such provision thereafter.

14. Confidentiality. Customer will not disclose or permit disclosure of any information or data related to any of the Equipment without the prior written consent of Company or use or permit the use of such information or data to compete with Company in any manner.

15. Assignment. Customer acknowledges that Company intends to assign, or grant a security interest in this Agreement, Company's interest herein or in the Equipment, to institutional lenders or others. Customer consents to such assignment, grant and any reassignment, without notice to Customer. Any Assignee will have all of the rights, powers, privileges and remedies of Company. An Assignee's interest in this Agreement, the Obligations and the Equipment will be free from any claim, defense, setoff, recumbent, counterclaim or other right, whether arising hereunder, under any Maintenance Service Agreement or otherwise, which Customer may be entitled to assert against Company or any other person. Customer will not assert any such claim or right against any Assignee, it being agreed that any Assignee will not assume or be deemed to assume any obligation of Company hereunder, under any Maintenance Service Agreement or otherwise.

16. Additional Agreements of Customer. Until the Obligations are paid in full: (a) Customer will not, without Company's prior written consent, (i) assign, transfer, pledge or otherwise encumber any Equipment or this Agreement or any interest herein, or lease, sublease or relinquish possession or control of the Equipment, (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by Company or (iii) remove the Equipment from the installed location; (b) the Equipment at all times will remain personal property and Customer will not cause or permit any Equipment to become permanently affixed to any real property and; (c) Customer will comply with all laws and regulations applicable to the possession or use of the Equipment and will use the Equipment in the regular course of its business in a careful and proper manner. The provisions of this Section 16 will also apply to any Collateral, which is not Equipment.

Customer represents and warrants that any site at which the Equipment is to be installed is free of asbestos and any other hazardous or toxic substances. If any such substance exists at any site, Company will not be required to install or service the Equipment at such site and Company may arrange, at Customer's expense, for the Equipment to be installed and serviced by persons qualified to handle such substances.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and fully to be performed in such state, without giving effect to conflicts of laws principles, it being agreed that this Agreement bears a reasonable relation to such laws. Company and Customer submit to the personal jurisdiction of the state and federal courts of the State of New York and agree that such courts will have jurisdiction over them, with venue in New York County, in connection with any matter arising out of this Agreement and that service of process may be made by registered or certified mail, return receipt requested, to the last known address of the party being served. Process may also be served by any other legal means and Company may bring an action with respect to any such matter in another jurisdiction.

18. Miscellaneous. If the Equipment contains computer programs, this Agreement is subject to the additional provisions of the Software License Addendum attached to this Agreement. This Agreement and such Addendum, if applicable, constitute the entire agreement between Company and Customer with respect to their subject matter, and no representation, statement, term or condition not set forth herein will bind Company. Except with respect to terms set forth in a subsequent customer purchase order regarding delivery dates, quantities and prices which have been agreed to by Company, this Agreement will supersede and will not be modified by any such purchase order or any other document, without Company's written agreement. No provision of this Agreement may be changed, waived, discharged or terminated, except by an instrument in writing executed by the party against which enforcement is sought. All notices or other communications must be in writing and will be deemed to have been given when mailed, postage prepaid, by registered or certified mail, addressed to Company or Customer, at its address set forth on the face of this Agreement, or such other address as is properly designated by notice. If a court of competent jurisdiction declares any provision of this Agreement illegal or unenforceable, it will be ineffective only to the extent of such illegality or unenforceability, without affecting the validity and enforceability of the other provisions. The headings in this Agreement are inserted for convenience of reference only and will not be used in the interpretation of this Agreement.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on this 14th day of December 2017, by and between the **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (herein referred to as "District"), and **REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.**, a Florida corporation (herein referred to as "Licensee").

RECITALS

A. WHEREAS, the District 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

B. WHEREAS, District is the owner of a parcel of real property within its boundaries, and Licensee and its agents are responsible for the operation and maintenance of certain Mailboxes (the "Mailboxes") within, adjacent to and/or near said parcel of real property (the "Property"); and

C. WHEREAS, the Licensee is a homeowners' association operating within the boundaries of the Reunion West Community Development District; and

D. WHEREAS, the Licensee, desires to continue to operate and maintain the Mailboxes, which location is depicted in Exhibit "A" and shall be referred to herein as the "License Area".

E. WHEREAS, it is in the best interest of the District to permit such continued operation and maintenance by Licensee.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), each to the other paid, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein and in the exhibits attached hereto to be performed by each of the parties hereto, the parties hereby agree as follows:

1. District, in consideration of the covenants and agreements made by Licensee herein, grants to the Licensee a nonexclusive license to utilize the License Area for the purpose of operating and maintaining the Mailboxes.

2. The license granted herein shall be for a term commencing on December 14, 2017, and ending December 14, 2027 (the "Original Term"), unless terminated sooner as provided for in this Agreement. Upon the expiration of the Original Term this Agreement shall automatically renew for successive ten (10) year terms unless terminated as provided for in this Agreement.

3. Licensee shall at all times comply with all laws, ordinances, rules and regulations, if any, of municipal, state, and federal governmental authorities relating to the operation, maintenance, height, size, location, use, operation, and removal of the Mailboxes and shall fully indemnify District against any loss, cost, or expense which may be sustained or incurred by District as a result of the installation, maintenance, operation, or removal of the Mailboxes unless such loss is due to the negligence of District, its employees, agents, or invitees. District makes no representation that applicable laws, ordinances, or regulations permit the installation or operation of the Mailboxes on the subject real property.

4. District grants to Licensee, its agents, guests, employees, invitees, representatives and designees the right, to be exercised as set forth herein, to enter upon the License Area for the sole purpose of repairing, installing, maintaining, operating, removing and/or gaining access to Licensee's Mailboxes and associated improvements. Notwithstanding anything contained herein, Licensee's, or its agents', guests', employees', invitees', representatives' or designees', access and utilization of the License Area shall not cause damage to or materially interfere with the use, operation or maintenance of any part of the License Area (or any of District's improvements located thereon) or with any of the District's other operations or activities or those of the general public.

5. Licensee shall promptly reimburse District for the costs of repair of any damage to the License Area, or any improvements located thereon, directly or indirectly caused by Licensee's Mailboxes or the installation, operation, use, maintenance, repair or removal of the Mailboxes or other installations related thereto of the Licensee.

6. Licensee, at its expense, shall be solely responsible for and shall maintain, at all times, its Mailboxes in a safe, structurally sound, clean, attractive and slightly condition and shall indemnify and save harmless District from and against all liens and claims of mechanics and materialmen furnishing labor and materials in the repair and maintenance of same. Licensee hereby specifically acknowledges that it is the sole owner of the Mailboxes, and that Licensee is the sole entity responsible for the maintenance, repair and upkeep of the Mailboxes.

7. Licensee agrees to defend, indemnify, and save harmless District from and against any and all liability for death or injury to any persons, and from and against any and all liability for loss, damage or injury to any property, incurred or sustained by District arising from, growing out of, or resulting from Licensee's Mailboxes, Licensee's installation, repair or use of the License Area or any other adjacent areas where Licensee's equipment may be located, including costs, attorney's fees, and other expenses incurred by District in defending any such claim unless such loss, damage, or injury is due to the negligence of District, its employees, agents, or invitees.

8. Licensee waives and releases all claims against District, its officers, directors, agents, employees, contractors and servants, and agrees that they shall not be liable for injury to person or damage to property sustained by Licensee or by any occupant of the License Area, or any other person, occurring in or about the Property and resulting directly or indirectly from any existing or future condition, defect, matter, or thing on the License Area or any part of it or from

equipment or appurtenance which becomes out of repair, or from any occurrence, act, negligence or omission of any Licensee's officers, directors, agents, employees, contractors and servants or of any other person; except for the negligence of or omission by District, its officers, directors, agents, employees, contractors and servants.

9. The license granted to Licensee shall not be deemed to give to Licensee the exclusive right to use the License Area and shall not preclude District from granting a license or licenses to others; provided, however, the rights of other licensees shall be exercised without causing unreasonable interference with the activities being carried on by Licensee in accordance with this license. Similarly, the rights of Licensee under this Agreement shall be exercised without causing interference with the activities being carried on by other licensees in accordance with their respective licenses. Licensee shall not change or materially alter the Mailboxes without the prior written consent of District.

10. No notice or demand related to or required by this Agreement shall be effective unless the notice or demand is in writing and is either delivered personally to the party for whom it is intended, or to an officer of the party if a corporation, or sent by United States registered or certified mail, return receipt requested. Either party may, however, by notice to the other, from time to time designate another address in the United States to which notices mailed more than 10 days afterwards shall be addressed. Notices mailed as described above shall be effectively given as of the date of mailing. Notices shall be mailed to the addresses as listed below:

If to District: Reunion West Community Development District
c/o Governmental Management Services –
Central Florida, LLC
135 W. Central Boulevard, Suite 320
Orlando, FL 32801
Attn.: District Manager

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

If to Licensee: Reunion Resort & Club of Orlando Master Association, Inc.
8390 Championsgate Boulevard, Suite 304
Championsgate, Florida 33896
Attn: Bryan Arnold, President

11. Upon any default by Licensee under this Agreement, District shall provide written notice of such default to Licensee and Licensee shall have thirty (30) days from receipt of such written notice to cure said default. If, due to circumstances beyond Licensee's control, the default cannot be cured within the thirty (30) day period, Licensee shall be granted additional time, as necessary, to cure the default so long as Licensee commences to cure the default within the thirty (30) day notice period and is diligently pursuing the cure of the default. In the event

Licensee fails to cure the default within the thirty (30) day period (or, where additional time to cure is required, fails to commence and diligently pursue the cure within the thirty (30) day period) District and shall have the right to terminate this License upon written notice to Licensee and said termination shall be effective upon Licensee's receipt of such notice.

12. Notwithstanding anything herein to the contrary, District may terminate the license granted herein, with or without cause, upon thirty (30) days written notice to the Licensee.

13. This Agreement shall be binding upon the successors and assigns of the parties, provided that Licensee shall not assign or transfer the license granted herein to anyone else without District's prior written consent, which may be withheld at its sole discretion.

14. The Licensee shall obtain and keep in force, at Licensee's expense, all types and amounts of insurance coverage considered customary and reasonable within its industry. 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 District.

15. Nothing herein shall cause or be construed as a waiver of the District's sovereign immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this License 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.

16. This License Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

17. No failure by either party to insist upon the strict performance of any covenant, duty, agreement or condition of this License 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.

18. No modification, waiver, amendment, discharge or change of this License 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.

19. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties to this License 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 actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The signatures to this Agreement need not all be on a single copy of this Agreement and may be facsimiles rather than originals, and shall be fully as effective as though all signatures were originals to the same copy.

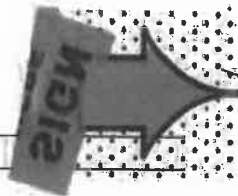
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by duly authorized representatives, all as of the date first set forth above.

WITNESSES:

**REUNION RESORT & CLUB OF ORLANDO
MASTER ASSOCIATION, INC.**

By: _____

Print: _____



By: _____

Name: _____

Title: _____

**REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT, a Florida
community development district**

By: _____

Print: _____

George S. Rink
George S. Rink

By: _____

Name: _____

Title: _____

Paul H. Greenstein
PAUL GREENSTEIN
Vice Chair

EXHIBIT "A"

License Area

Tract O-4 (Open Areas), REUNION WEST VILLAGE 3B, Plat Book 16, Pages 180-182
(Osceola County Parcel ID# 35-25-27-4892-0001-0040), as recorded in the Official Records of
Osceola County.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Andrew C. d'Adesky, Esq.
LATHAM, SHUKER, EDEN & BEAUDINE LLP
111 North Magnolia Avenue, Suite 1400
Orlando, FL 32801-2386

SIGNAGE CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

THIS SIGNAGE CONSTRUCTION AND ACCESS EASEMENT AGREEMENT (this "Easement"), is made, dated and effective as of this 9th day of August, 2018 between **KINGWOOD ORLANDO REUNION RESORT, LLC** ("Reunion Resort" or "Grantor"), a Florida limited liability company, whose mailing address 400 Curie Drive, Alpharetta, GA, 300005, and **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT** ("RWCD" or "Grantee"), a Florida community development district created pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services – Central Florida, LLC, 135 W. Central Blvd., Suite 320, Orlando, Florida 32801.

(Wherever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Reunion Resort owns the fee title to the real property located in Osceola County, Florida, more particularly described in Exhibit A, which is incorporated herein by reference (the "Easement Area"); and

WHEREAS, RWCD desires to install certain signage and monumentation on tracts current owned by Reunion Resort in order to navigationally assist residents, guests and the public within the community; and

WHEREAS, the Parties hereto desire to confirm the perpetual, nonexclusive signage construction access easement.

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Reunion West – Kingwood Orlando Reunion Resort
Signage Access Easement

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Conveyance of Signage Construction and Access Easement.** Grantor hereby grants, bargains, sells, and conveys to Grantee, its successors and assigns, forever, that certain non-exclusive, perpetual, signage construction and access easement (the "Easement") over through and under the Easement Area to the extent necessary to construct, access and maintain the signage and monumentation contemplated hereunder. The Easement granted hereunder is explicitly limited to signage and monumentation usage and the Grantee shall utilize only utilize the Property for the construction, access, maintenance, repair and replacement of signage and monumentation, including related landscaping and lighting, as needed.
3. **Termination of Easement.** This Easement may be terminated by the mutual written agreement of both Parties or shall terminate automatically upon the District's removal of signage and monumentation from the Easement Area.
4. **Indemnification.** Grantee agrees to indemnify and hold harmless Grantor from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees and paralegal fees (whether incurred before, during or after trial, or upon any appellate level), arising from Grantee's, and/or its' successors' and assigns', use of the Easement or from the exercise by Grantee of any rights granted by this Agreement. The foregoing indemnity shall run with the Property and Grantee shall be obligated thereunder only so long as Grantee owns the Easement.
5. **Further Assurances.** To the extent reasonably required to clarify or more fully delineate or effectuate the terms, conditions, provisions or intent hereof, the parties hereby agree to execute and deliver such further documents or instruments as may be reasonably requested by either of the parties.
6. **Binding Effect.** This Agreement shall run with the Property and inure to and be for the benefit and burden of Grantor and Grantee and their respective successors and assigns. This Agreement shall be enforceable at law and in equity, including but not limited to enforcement by an action for specific performance. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, paralegal fees and costs at both the trial and appellate levels.
7. **Severability.** If any provision of this Agreement or the application thereof to any entity or circumstances becomes invalid or unenforceable to any extent, then the remainder of this Agreement or the application of such provisions to such other entity or circumstance will not be affected thereby and will be enforced to the greatest extent permitted by law.
8. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida.
9. **Counterparts.** This Agreement may be signed in multiple counterparts, each of which shall constitute an original document and which, when taken together, shall comprise one full and complete agreement.

**SIGNATURE PAGE TO SIGNAGE CONSTRUCTION AND ACCESS
EASEMENT AGREEMENT**

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument in the manner provided by law, on the day and year first above written.

GRANTOR:

Signed, Sealed, and Delivered in our presence as witnesses:

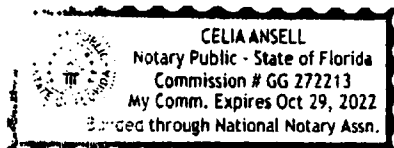
**KINGWOOD ORLANDO REUNION
RESORT, LLC**, a Florida limited liability company

[Signature]
Print Name: RICHARD NASSER
[Signature]
Print Name: Anthony Carl

By: *[Signature]*
Print Name: Fred Zahner
Title: managing member

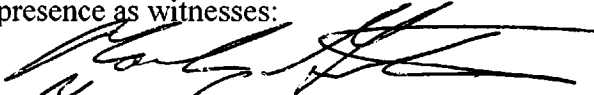
STATE OF Florida
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me the 8th day of April, 2019, by Fred Zahner, as managing member, of **KINGWOOD ORLANDO REUNION RESORT, LLC**, a Florida limited liability company, who [X] is personally known to me, or [] who has produced _____ as identification.

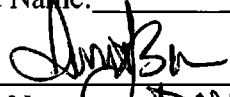


Celia Ansell
Notary Public (Signature)
Print Name: Celia Ansell

Signed, Sealed, and Delivered in our presence as witnesses:


MARK GREENSTEIN

Print Name: _____


DAVID BURMAN

Print Name: _____

GRANTEE:

REUNION WEST COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

By:  _____

Print Name: John Christe

Title: Chairman

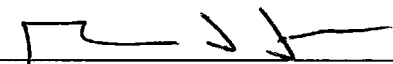
STATE OF Florida

COUNTY OF Osceola

The foregoing instrument was acknowledged before me the 11th day of April, 2019, by John Christe, as Chairman, of **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, who ☒ is personally known to me, or ☐ who has produced _____ as identification.



George S. Flint
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG127591
 Expires 10/16/2021


 Notary Public (Signature)

Print Name: George S. Flint

EXHIBIT "A"

Easement Area

A 10' by 15' portion of each of the following tracts are described by the Property Appraiser of Osceola County, Florida.

Parcel: 35-25-27-4892-TRAC-0G30

Parcel: 35-25-27-4881-TRAC-LD70

Parcel: 35-25-27-4881-TRAC-0G20

Parcel: 35-25-27-4892-TRAC-0G50

In such 10' by 15' portion as depicted in the marked and shaded areas of such tracts, attached below:

PARKING AND TOWING ENFORCEMENT AGREEMENT
**(Reunion West Community Development District and Reunion
Resort & Club of Orlando Master Association, Inc.)**

THIS PARKING AND TOWING ENFORCEMENT AGREEMENT (this "Agreement") is effective as of the 10th day of September, 2020, by and between **REUNION WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Orlando, Florida (the "**District**"), and **REUNION RESORT & CLUB OF ORLANDO MASTER ASSOCIATION, INC.** a Florida not-for-profit corporation (the "**HOA**").

RECITALS

WHEREAS, the District 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.

WHEREAS, the HOA is the homeowner's association responsible for enforcement of certain covenants, restrictions and conditions within the Reunion West development; and

WHEREAS, the District owns certain real property within the Reunion West development (collectively, the "**District Property**"), a map of which is attached hereto and incorporated herein as "**Exhibit A**"; and

WHEREAS, the District has, as authorized by Chapter 190, *Florida Statutes*, adopted certain rules and policies relating to parking and towing ("**Parking and Towing Rules**") pursuant to Resolution 2020-04, approved after a public hearing conducted on August 13, 2020, attached hereto and incorporated herein as **Exhibit "B,"** and

WHEREAS, the District's residents and guests benefit from the enforcement of the Parking and Towing Rules within the District.

WHEREAS, the District desires the benefit from the enforcement of the District's Parking and Towing Rules as set forth in this Agreement, and the HOA is willing to provide such enforcement of the District's Parking and Towing Rules directly or through an authorized sub-operator pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars (\$1.00), each to the other paid and other 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 an initial term beginning on _____, 2020 and ending on September 30, 2023. At the end of this initial term, the Agreement shall be extended automatically for a period of three (3) years; all other conditions and provisions of the Agreement shall remain the same. Additional extensions shall be at the option of the District.

3. Acceptance of Parking and Towing Enforcement Responsibility. The District hereby retains the HOA to render the enforcement of Parking and Towing Rules herein stated in accordance with the standards set forth herein, and the HOA hereby accepts such duties and shall discharge such duties all in accordance with the terms and conditions set forth in this Agreement. The HOA shall take no actions inconsistent with Florida law, rules and regulations, pertaining to the District, including, but not limited to, public access requirements.

4. Specific Authority. The District hereby grants to the HOA the power and authority to provide, either directly or through a sub-operator(s), the District's Parking and Towing Rules, which shall include, but is not limited to, surveillance, monitoring and patrolling of, the District Property.

5. Delegation. The HOA may retain a sub-operator(s), such as a professional towing company or other qualified operator, including, without limitation, an affiliate of the HOA, to perform some or all of its duties with respect to the District Property and may delegate to such sub-operator(s) some or all of its authorities and duties hereunder, so long as all of the terms of this Agreement are incorporated into the terms of any such agreement between the HOA and any sub-operator(s) (as applicable, the "**Sub-Operator**"). It shall be the responsibility of the HOA to require that any Sub-Operator has the ability to, and has in fact agreed to, assume the responsibilities of the HOA under this Agreement. Should the HOA elect to retain a Sub-Operator in accordance with this Agreement, and should such Sub-Operator assume all of the obligations and duties of the HOA hereunder, then any reference, where applicable, to the HOA in this Agreement shall automatically refer to the Sub-Operator. Any towing operator contracted hereunder shall comply with all authorization, notice and procedural requirements contained in Section 715.07, *Florida Statutes*. Further, selection of the towing operator must be from the approved list of towing operators maintained by the City of Orlando, or other local government having jurisdiction over the District property.

6. No Compensation. The District and HOA acknowledge that both parties benefit from the enforcement of Parking and Towing Enforcement. Therefore, there shall be no compensation hereunder for the Services (as defined below) provided by the HOA.

7. Services Provided by the HOA. The HOA, individually or through a Sub-Operator shall, in accordance with this Agreement, ensure that the District Property are provided with the Parking and Towing enforcement ("**Services**"), in accordance with the District's parking and towing rules, as adopted by Resolution 2020-04 and as may be amended from time to time.

8. Employees: Independent HOA Status. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of entities retained by the HOA, including the Sub-Operator, are the sole responsibility of such entities retained by the HOA.

Any entity retained by the HOA shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. In performing any Services, the HOA shall be an independent contractor and not an employee of the District, and any Sub-Operator(s) or entity retained by the HOA to perform the Services shall only have contractual privity with the HOA and shall not be an employee or an independent contractor of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and the HOA. The HOA has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

9. Insurance.

(a) In the event the HOA undertakes to directly provide the Services to the District, the HOA shall obtain and keep in force at HOA's expense all of the insurance policies listed below. 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 District. The HOA shall furnish certificates of insurance to the District prior to the commencement of the Services, naming the District as an additional insured, and the HOA shall maintain such certificates in full force and effect. Each certificate shall clearly indicate that the HOA has obtained insurance of the type, amount and classification as required for strict compliance with this paragraph, and there shall be no material change or cancellation of any insurance policy without thirty (30) days' prior written notice to the District. Insurance coverages shall be as follows:

- (i) Worker's Compensation: The HOA shall provide worker's compensation coverage for all employees and require any Sub-Operator to provide the same to its employees. The limits shall be the statutory limits for worker's compensation and \$1,000,000 for employer's liability.
- (ii) Comprehensive General Liability: The HOA shall provide coverage for all operations including, but not limited to, Contractual, Products and complete Operations and Personal Injury, in an amount of at least \$1,000,000 combined single limit.
- (iii) Other Insurance: The HOA agrees to acquire and maintain such other insurance as may be reasonably required by the District during the term of this Agreement.

In the event the HOA elects to retain a Sub-Operator(s) to perform its duties under this Agreement, the HOA shall be relieved from complying with the specific insurance requirements set forth in this paragraph 9; however, the HOA shall be responsible for assuring that any and all Sub-Operators carry insurance in the minimum amount set forth in this paragraph 10 and comply with all other requirements of this paragraph.

(b) The District shall be named as an additional insured under any and all policies required under this Agreement, whether such insurance policies are acquired by the HOA

or a Sub-Operator. Acceptance by the District of any evidence of insurance submitted by the HOA does not relieve or decrease in any manner the liability of the HOA for performance of the Services in accordance with the terms and conditions hereof.

(c) The District hereby agrees to maintain an insurance policy insuring against comprehensive general liability with coverage limits as permitted by Florida law throughout the term of this Agreement.

10. Licenses, Transfers. The HOA or the Sub-Operator, as the case may be, shall, at its own expense, secure all required permits, licenses and/or authorizations as are necessary to perform the Services. All licenses will be obtained in the name of the HOA, if possible. In the event the HOA is in default under this Agreement and/or this Agreement is terminated by the District, the HOA agrees that it will transfer (to the maximum extent permitted by law, ordinance or other governmental regulation), at the District's expense, all permits and licenses which may be held by the HOA as are necessary to provide the Services, to the District or, at the District's sole option, to the District's nominee.

11. Termination. This Agreement can be terminated by either party, with or without just cause, upon sixty (60) days' prior written notice to the other party. This Agreement may be terminated by the District upon a material breach of this Agreement by the HOA, which breach is not cured within ten (10) days after receipt of written notice thereof from the District.

12. 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 or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

District: Reunion West Community Development District
219 E. Livingston Street
Orlando, Florida 32801
Attention: District Manager

and a copy to: Latham, Luna, Eden & Beaudine.
111 N. Magnolia Ave, Suite 1400
Orlando, Florida 32801 Attention:
Jan A. Carpenter, District Counsel

HOA: Reunion Resort & Club of Orlando Master
Association, Inc.
8390 ChampionsGate Boulevard, Suite 304
ChampionsGate, Florida 33896

13. Indemnification. Except for matters specified in Section 15, the HOA agrees to indemnify, save harmless and defend the District, their 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 District, 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) the HOA's breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of the HOA, its agents, employees or subcontractors, in the performance of this Agreement.

14. Compliance with All Laws, Regulations, Rules and Policies. Notwithstanding any reference made in any paragraph within this section, the provisions of this section and the duties and obligations set forth herein shall apply equally to both the HOA and any Sub- Operator(s) the HOA may retain to provide the Services.

(a) At all times, the HOA is expected to operate in accordance with all applicable statutes, regulations, ordinances and orders, as well as the rules and policies of the District, including, but not limited to, the authorization, notice and procedural requirements of Section 715.07, *Florida Statutes*, and the Parking and Towing Rules, a copy of which is attached hereto as Exhibit "B", as may be amended from time to time.

(b) The HOA hereby covenants and agrees to comply with all the rules, ordinances and regulations of governmental authorities wherein the District Property are located, at the HOA's sole cost and expense, and the HOA will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services as may be issued by any governmental agency having jurisdiction over the HOA, unless specifically instructed by the District or the District Manager that it intends to contest such orders or requirements and that the HOA shall not comply with the same. The HOA shall provide immediate notice to the District Manager, which shall in turn notify the District within two (2) business days, of any such orders or requirements upon receipt of same.

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

(d) The HOA shall promptly comply with all environmental statutes, rules, laws, regulations and notices and shall not keep or accumulate any flammable, polluting, or hazardous materials or substances on the District Property except in quantities reasonably necessary to carry out its duties under this Agreement. The HOA shall hold the District harmless from any fines, penalties, costs and damages resulting from the HOA's failure to do so. The HOA shall immediately discontinue any activity which is in violation of law and shall remedy the same immediately; the HOA shall be responsible for the payment of any associated fines or penalties.

(e) The HOA shall bear all costs associated with compliance under the Americans with Disabilities Act or any other such state or federal legislation related to its performance of the Services; provided, however, that the District shall be solely responsible for

such compliance in respect of the improvements constituting the District Property.

15. Ownership of Books and Records & Public Records.

(a) HOA understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, HOA agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. HOA acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services – Central Florida, LLC (the “Public Records Custodian”). HOA shall, to the extent applicable by law:

(b) Keep and maintain public records required by District to perform services.

(c) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(d) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the HOA does not transfer the records to the Public Records Custodian of the District; and

(e) Upon completion of the Agreement, transfer to District, at no cost, all public records in District’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF HOA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE HOA’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, OR BY EMAIL AT GFLINT@GMSFCL.COM OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN.: DISTRICT PUBLIC RECORDS CUSTODIAN.

16. Maintenance of District Property. The District shall be responsible for the maintenance of all District Property. However, the HOA or Sub-Operator shall be responsible for any and all installation and maintenance of equipment, tools, communication devices, monitoring devices or other items as deemed necessary or desirable for the HOA or Sub-Operator to provide the Services contemplated hereunder. In addition, the HOA or the Sub-Operator shall maintain a current inventory of all items or assets owned by the HOA or the Sub-Operator which are installed, placed or stored on District Property, but these items and assets shall at all times remain the property of the HOA or the Sub-Operator, as the case may be.

17. Sovereign Immunity. Nothing herein shall cause or be construed as a waiver of the District’s immunity or limitations on liability 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.

18. Third Party Beneficiaries. The Services provided under this Agreement are solely for the benefit of the District 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 District.

19. Governing Law and Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Any litigation arising under this Agreement shall be venued in the Circuit Court of Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF A COURT IN OSCEOLA COUNTY, FLORIDA.**

20. No Waiver. 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.

21. 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) Except as set forth herein, the HOA may not assign this Agreement or any of the rights and duties expressed herein except with the District Manager's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the assignment of all or a portion of the rights and obligations hereunder to a Sub-Operator shall not constitute an assignment hereof.

(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 HOA and the District 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. 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) Counterparts and Facsimile. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. Such executions may be transmitted to the parties by facsimile and such facsimile execution shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile executions or a combination thereof, shall be construed together and shall constitute one and the same agreement.


[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
PARKING AND TOWING ENFORCEMENT AGREEMENT**

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.

ATTEST:
WITNESSES:


Print: Steven M. Vanderbilt


Print: George S. Flink

**REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Print: John Christo
Title: Chairman

WITNESSES:

Print: _____

Print: _____



**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC.** a Florida not-for-profit corporation

By: _____
Print: _____
Title: _____


**SIGNATURE PAGE TO
PARKING AND TOWING ENFORCEMENT AGREEMENT**

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.


**ATTEST:
WITNESSES:**


Print: Sharon M. Vanderkilt

Print: George S. Fluke

**REUNION WEST COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Print: John M. West
Title: Chairman

WITNESSES:


Print: Ashley Chaney
Print: _____

**REUNION RESORT & CLUB OF
ORLANDO MASTER ASSOCIATION,
INC. a Florida not-for-profit corporation**

By: 
Print: _____
Title: Board member

EXHIBIT "A"

MAP OF DISTRICT PROPERTY

C:\Users\jcamp\OneDrive - Boyd Civil Engineering, Inc\Desktop\REUNION WEST WD PW02065.dwg Plotted By: jcamp Date: 11/27/2020 11:57:21 AM



SHEET NO.
2.00

DATE	11/27/2020
BY	J.CAMP
CHECKED	J.CAMP
APPROVED	J.CAMP
SCALE	AS SHOWN
PROJECT	REUNION WEST CDD
LOCATION	ORANGE COUNTY, FLORIDA
CLIENT	REUNION WEST CDD
DESIGNER	BOYD CIVIL ENGINEERING

REUNION WEST CDD
ORANGE COUNTY, FLORIDA
AREAS OF NO PARKING OVERALL

NO.	DATE	DESCRIPTION	BY
1	11/27/2020	ISSUED FOR PERMIT	J.CAMP

STANDARD BOYD, P.E.
ALABAMA REG. 45225

BOYD CIVIL
ENGINEERING
6818 Winding Way Road
Orlando, Florida 32807
Office: (407) 994-5877
Cell: (407) 994-5877
Fax: (407) 994-5877

C:\Users\josh\Documents - Boyd Civil Engineering\2015\2015\REUNION WEST NO PARKING.dwg Plotted By: Josh Boyd Plot Date: July 15, 2020, 11:57:53 AM



LEGEND
AREA OF NO PARKING



SHEET NO.
2.01

REUNION WEST CDD

BRADCO CDD
CHANDLER COUNTY, ILLINOIS

NO PARKING DETAIL 1 OF 4

NO.	DATE	DESCRIPTION	BY

Civil Engineer
Steven R. Boyd, P.E.
License No. 43225

BOYD CIVIL
ENGINEERING
8815 Harding Pike East
Orlando, Florida 32827
Office: (407) 954-2892
Cell: (407) 954-1979





LEGEND

AREAS OF NO PARKING



2.03

SHEET NO.

REUNION WEST CDD

SHIMODA CO.
ANGELO COUNTY, FLORIDA

NO PARKING DETAIL 3 OF 4

[illegible]

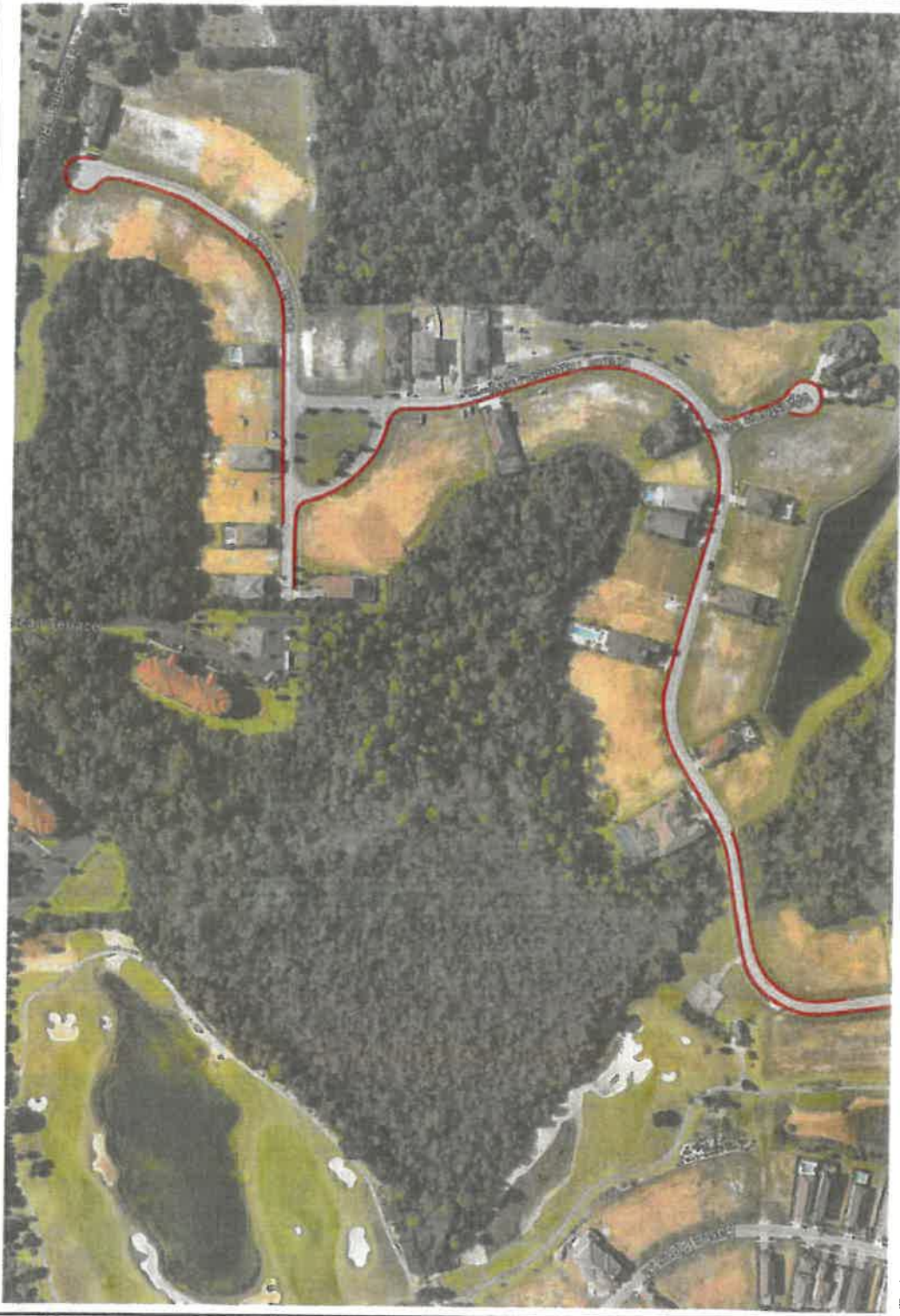
STEVEN H. BUDY, P.E.

11

11



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LEGEND
— AREA OF NO PARKING



SHEET NO.
2.04

Project No.	7711-0000
Drawn By	AJ BISHOP
Checked By	JOHN LEE
Approved By	
Date	07/15/25

REUNION WEST CDD
REUNION CDD
CHANDLER COUNTY, ILLINOIS
NO PARKING DETAIL 4 OF 4

Rev.	Date	Description	Drawn By

Boyd Civil Engineering, P.C.
11111 Highway 100, Suite 100
Orlando, Florida 32837
Phone: (407) 944-4444
Fax: (407) 944-4444
License No. 43325

BOYD CIVIL
ENGINEERING
11111 Highway 100, Suite 100
Orlando, Florida 32837
Phone: (407) 944-4444
Fax: (407) 944-4444
License No. 43325

EXHIBIT “B”

PARKING AND TOWING RULES

RULES OF THE REUNION WEST COMMUNITY DEVELOPMENT DISTRICT

CHAPTER V

PARKING AND TOWING RULES

Adopted August 13, 2020 (Resolution 2020-04)

- 5.0 Parking and Towing. The rules and regulations of this Chapter V are hereby adopted by the Reunion West Community Development District (the "District") and shall be referred to as the "District Parking and Towing Rules."
- 5.1 Applicability. The District Parking and Towing Rules shall be applicable on, over, or within those (a) designated paved parking or stalls owned by or dedicated to the District (the "Parking Areas"), (b) District rights-of-way, including but not limited to the roads, streets, thoroughfares, swales, and sidewalks owned by or dedicated to the District or which the District is responsible for maintaining (the "District Right-of-Way"), as generally depicted on the parking and towing maps shown in Appendix 5.0 (the "Parking and Towing Maps"), which is attached to these Rules and is specifically made a part hereof, as well as (c) any other property owned by or which the District is responsible for maintaining. For purposes of these District Parking and Towing Rules, "vehicle" shall include any self-propelled vehicle or motorized means of transport.
- 5.2 District Parking Lots or Areas. Non-commercial vehicles not otherwise prohibited from parking on District Right-of-Way or Parking Areas are permitted to park within designated District parking lots or parking areas, which includes the Heritage Crossing Clubhouse parking lot and Parking Areas throughout the community on District property. Parking within the Heritage Crossing Clubhouse parking lot shall be on a first come, first served basis for individuals utilizing the Heritage Crossing Clubhouse during Heritage Crossing Clubhouse operating hours. No trailers shall be parked in the Heritage Crossing Clubhouse parking lot or any of the defined Parking Areas of the District. Should the trailer be attached or hooked up to a vehicle and parked in violation of these Rules, the trailer and the vehicle are each subject to towing.
- 5.3 On-Street Parking.
- 5.3.1 On-street parking in the District is limited to one designated side of the street in those areas as marked in the District Parking and Towing Maps attached hereto as Appendix 5.0, parking in the non-designated side of the street shall be prohibited, in addition the following prohibitions apply through the District:

(a) Guests and visitors shall follow all parking rules and regulations, including those of Osceola County and the State of Florida. The Board of Supervisors may grant temporary exceptions when it deems appropriate.

(b) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia), limousines, lawn maintenance vehicles, construction vehicles, trailers of any kind, vehicles for hire, or vehicles used in business of or for the purpose of transporting goods, equipment, passengers and the like, or any trucks or vans which are larger than one ton, or any dual-wheel trucks shall not be parked on, over, or within the District Right-of-Way or any District parking lots or Parking Areas, except during the period of delivery or the provision of services to the adjacent residential unit(s). Such vehicles temporarily parked in accordance with this section shall be fully parked on a paved surface designed for parking or vehicular travel. No portion of the vehicle shall be parked on, over, or within a landscaped or grassed surface of the District, including but not limited to the swale.

(c) Recreational vehicles, including campers, mobile homes and motor homes, regardless of size, all-terrain vehicles (ATVs or ATCs), go-carts, motorcycles, mini- motorcycles, mopeds, unregistered vehicles, boats, and trailers of any type, are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas; however, recreational vehicles may be temporarily parked in said areas for no more than eight (8) hours for the purposes of loading and unloading only.

(d) Golf carts are prohibited at all times from parking or being parked on, over, or within any portion of the District Right-of-Way or District parking lots or Parking Areas. Golf carts being utilized at the time for the purposes of maintenance of properties within the boundaries of the District and which are owned and operated by the District, a homeowners or property owners' association, or an agent thereof, are exempt from this provision between the hours of 6:00A.M. and 8:00P.M. of the same day.

(e) Individuals working in the District may park within the areas actively under construction in the District as specifically permitted by the District Manager or his/her designee.

5.3.2 No portion of any vehicle shall be parked on the District Right-of-Way for any period of time within twenty (20') feet of any District mailbox kiosk within the District, unless parked within a designated District parking stall in accordance with Section 5.2 above. No portion of any vehicle shall be parked on the District Right-of-Way in a manner that blocks access to any mailboxes.

5.3.3 No vehicle bearing a "For Sale" or similar sign shall be parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area.

5.3.4 Vehicles temporarily parked in accordance with Section 5.3.1 above shall not park in any manner which has the effect of disrupting the normal flow of traffic, which would block the ingress or egress of trucks, public service vehicles, and emergency vehicles, which would require other vehicles to leave the paved surface of the District Rights-of-Way to pass, or which would result in a vehicle being parked in a portion of more than one parking stall of a District Parking Area. In addition, vehicles temporarily parked in accordance with Section 5.3.1 above:

- (a) Shall not park facing the wrong direction on the street.
- (b) Shall not park in any manner that blocks access to a driveway.
- (c) Shall not park in any manner that blocks a sidewalk.
- (d) Shall not park with tires on the grass, as this may cause damage to the District's irrigation.
- (e) Shall not park within thirty (30') feet of the approach to a stop sign.

5.3.5 Any vehicle that cannot operate on its own power is prohibited from being parked on, over, or within the District Right-of-Way or any District parking lot or Parking Area and shall immediately be removed.

5.3.6 No vehicle bearing an expired registration, missing license plate, or a license plate that fails to match the vehicle registration shall be parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area.

5.3.7 It is a violation of the District Parking and Towing Rules for a vehicle otherwise lawfully parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area to be covered or partially covered with a tarpaulin or other type of vehicle cover. No vehicle parked on, over, or within the District Rights-of-Way or any District parking lot or Parking Area shall be used as a domicile or residence either temporarily or permanently.

5.4 Parking in Other Areas of the District. Parking of any vehicle or trailer, including but not limited to those referenced in Section 5.3.1 above, is strictly prohibited on or within all non-paved District property, including but not limited to, landscaped or grassed areas within or adjacent to any District Right-of-Way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.

5.5 Enforcement

5.5.1 Towing. Any vehicle parked in violation of the District Parking and Towing Rules may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors pursuant to Section 715.07, *Florida Statutes*. Vehicles Nothing herein shall be interpreted to prevent the District from issuing warnings or from implementing an administrative grace period.

5.5.2 Suspension and Termination of Privileges. A resident's privileges at any or all District Amenity Facilities may be subject to various lengths of suspension or termination by the Board of Supervisors due to violations of these rules.

5.6 Suspension of Rules. The enforcement of the District Parking and Towing Rules may be suspended in whole or in part for specified periods of time, as determined by resolution of the Board of Supervisors of the District. In addition, the enforcement of the District Parking and Towing Rules may be suspended during emergency situations at the discretion of the District Manager.

5.7 Damage to District Property. Should the parking of any vehicle on, over, or within the District Rights-of-Way, District parking lots or Parking Areas, or District Property, or any portion thereof, even if on a temporary basis, cause damage to District infrastructure, landscaping or other improvement, the owner and driver of the vehicle causing such damage shall be responsible to fully reimburse the District to repair or replace such improvement. Damage includes, but is not limited to, staining caused by fluid leaking onto District parking areas. The decision on whether to repair or replace a damaged improvement shall be at the discretion of the District.

5.8 Vehicle Repairs. No vehicle maintenance or repair shall be performed on, over, or within any portion of the District Rights-of-Way, District parking lot or Parking Area, or District property. No vehicles shall be stored, even temporarily, on blocks on, within, or over the District Rights-of-Way, District parking lots or Parking Areas, or District Property.

5.9 Other Traffic and Parking Regulations. Nothing in these District Parking and Towing Rules shall prohibit local law enforcement from enforcing the laws that are a part of the State Uniform Traffic Control Law, Chapter 316, *Florida Statutes*, or any other local or state law, rule or ordinance pertaining to vehicular traffic or parking enforcement.

Effective : August 13, 2020

Appendix 5.0

District Parking and Towing Maps

[ATTACHED ON FOLLOWING PAGE(S)]