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Tempe, Arizona 85282  
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Allison Preston 029346  
TERRAVCC.0155

Attorneys for Defendants

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**

**IN AND FOR THE COUNTY OF MARICOPA**

**WILLIAM M. BROWN, an individual,**

**Plaintiff,**

**v.**

**TERRAVITA COUNTRY CLUB, INC., an Arizona non-profit corporation; STERLING J. LAAVEG, President TCC, Inc., and his spouse; PAUL DAVID TOLK, Vice President TCC Inc., and his spouse; WILLIAM H. GREIG, Secretary TCC, Inc., and his spouse; MICHAEL T. ELLINGTON, Treasurer TCC, Inc., and his spouse; JOHN DOES I-X and JANE DOES I-X and their spouses; CARPENTER, HAZLEWOOD, DELGADO & BOLEN, PLC; JOSHUA M. BOLEN 024053; ANJALI J. PATEL 028138,**

**Defendants.**

**Case No. CV2017-055475**

**DEFENDANTS' RESPONSE  
TO PLAINTIFF'S SUPPLEMENT  
TO APPLICATION FOR AN  
ORDER TO SHOW CAUSE**

*Assigned to the Honorable  
John R. Hannah, Jr.*

Defendants Terravita Country Club, Inc. ("TCC"); Sterling J. Laaveg and Jane Doe Laaveg; Paul David Tolk and Jane Doe Tolk; William H. Greig and Jane Doe Greig; Michael T. Ellington and Jane Doe Ellington; Carpenter, Hazlewood, Delgado, & Bolen, PLC ("CHDB"); Joshua M. Bolen; and Anjali J. Patel (all of the foregoing Defendants are collectively referred to as "Defendants"), by and through undersigned counsel, hereby

1 respond to Plaintiff's, William M. Brown's ("Plaintiff"), Supplement to Application for an  
2 Order to Show Cause ("Supplement").

3  
4 As Defendants allege TCC is the only proper defendant in this matter, the following  
5 lists only TCC (unless otherwise stated) as the party responsible to respond to records  
6 requests and the party who, in fact, responded to Plaintiff's records request. This shall in no  
7 way be meant as an admission of liability or wrongdoing on the remaining Defendants. In  
8 the event the remaining Defendants are not dismissed from this matter, they reserve the  
9 right to respond to the Supplement.  
10

11 **I. DOCUMENTS ALLEGEDLY NOT PRODUCED**

12 In his Supplement, Plaintiff claims TCC failed to produce the following records:

- 13  
14 1) Were any of the legal fees, taxable costs and any or all related  
15 expenses referenced in paragraph one covered by TCC's D&O  
16 policy? (§ 1. How much has the law firm of Carpenter, Hazlewood,  
17 Delgado & Bolen, PLC billed Terravita County Club, Inc. ("TCC")  
18 for its representation of TCC in the referenced matter (*Bianco vs.*  
19 *TCC, Inc. and TCA, Inc.*) from on or about June 17, 2014 thru  
20 April 28, 2016 to date, including legal fees, taxable costs and any  
21 and all related expenses?)

22 ("Request 1"); and

- 23 2) Insurer's letter to insured re any exclusions or limits of liability  
24 for which the underwriter would not be liable; letter/check or other  
25 form of insurer's payment to insured pursuant to the contract  
26 (policy) between the parties

27 ("Request 2"). See Supplement, Page 3.

28 Plaintiff, however, fails to provide this Court an adequate accounting of the records  
actually produced by TCC. Since the Office of Administrative Hearing's ("OAH") July 14,  
2017 order and the Arizona Department of Real Estate's ("ADRE") July 24, 2017 final

1 order, TCC produced the requested records, as well as additional records, via mail on July  
2 19, 2017 and again via email on October 25, 2017. Attached hereto as **Exhibit “A”** are the  
3 documents provided to Plaintiff via mail on July 19, 2017. Attached hereto as **Exhibit “B”**  
4 are the additional documents provided to Plaintiff via email on October 25, 2017.<sup>1</sup>

## 6 **II. DOCUMENTS PRODUCED**

7 Despite Plaintiff’s assertions, TCC has fully complied with the OAH and ADRE  
8 orders and has provided not only the documents requested, but additional documents not  
9 requested in a good faith effort to resolve this matter.  
10

### 11 **A. TCC Responded to Request 1**

12 TCC provided Plaintiff the documents in Request 1 via mail on July 19, 2017 and  
13 again via email on October 25, 2017. *See* Emails, **Exhibit “C”** hereto. Undersigned  
14 counsel’s October 25, 2017 email to Plaintiff included the following statement: “The only  
15 amount paid [by TCC] in the Bianco lawsuit was this \$5,000.00 deductible – Liberty paid  
16 all other payments to this law firm and to the Plaintiffs.” *Id.* CHDB did not bill TCC;  
17 CHDB billed the carrier of TCC’s directors’ and officers’ (“D&O”) insurance policy –  
18 Liberty Insurance Underwriters Inc. (“Liberty” or “LIU”). Because LIU carried TCC’s  
19 D&O policy, and because LIU paid CHDB’s attorneys’ fees and costs in the Bianco matter,  
20 the attorneys’ fees and costs were clearly covered by TCC’s D&O policy. TCC cannot be  
21 any clearer in responding to Request 1.  
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28 <sup>1</sup> These additional documents were provided along with the documents previously provided Plaintiff via mail on July 19, 2017.

1 Both the July 19, 2017 mailing and the October 25, 2017 email included a copy of  
2 TCC's payment of its \$5,000.00 deductible due under its D&O policy to CHDB. *See*  
3 **Exhibit "A"**. The October 25, 2017 email explained that CHDB redacted a portion of the  
4 payment because it was a payment for services unrelated to the Bianco matter. *See* **Exhibit**  
5 **"C"**.

6  
7 Further, as CHDB billed LIU directly, an accounting of CHDB's attorneys' fees and  
8 costs incurred are not records of TCC, but are records of CHDB and LIU. TCC included a  
9 statement that it did not have this accounting in its records in both the July 19, 2017  
10 mailing and the October 25, 2017 email. *See* **Exhibit "A"**. TCC cannot provide documents  
11 it does not possess, and under A.R.S. § 33-1805, TCC is not required to provide documents  
12 that are not a part of its records. Further, pursuant to A.R.S. § 10-11601, a non-profit  
13 corporation's records include member meeting minutes, board meeting minutes,  
14 committee meeting minutes, accounting records, membership lists, articles of  
15 incorporation, bylaws, board resolutions, written communications to members, director  
16 lists, annual reports, and any members' agreements under A.R.S. § 10-3732.  
17 Notwithstanding the fact that Plaintiff requested documents that are not a part of TCC's  
18 records, CHDB, in hopes of simply resolving this matter, voluntarily produced its billing  
19 history to LIU from June 16, 2014 through May 12, 2016. *Id.*

20  
21  
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23  
24 Despite Plaintiff's assertions, TCC fully responded to Request 1 back in July,  
25 thereby precluding the need for this lawsuit with regard to Request 1.  
26  
27  
28

1           **B.     TCC Responded to Request 2**

2           TCC also provided Plaintiff the documents in Request 2. When TCC responded to  
3 Request 2 via mail on July 19, 2017, it did not have in its possession a copy of LIU's  
4 coverage letter for the Bianco claim. Again, TCC cannot provide documents it does not  
5 possess or retain as non-profit corporate records. Instead, TCC provided a copy of its D&O  
6 policy which outlines all exclusions and states the limits of liability. *Id.* However, for  
7 purposes of resolving this matter, undersigned counsel obtained a copy of LIU's coverage  
8 letter for the Bianco matter which included the policy limit, exclusions, and reservations of  
9 rights specific to the Bianco matter, and attached it to the October 25, 2017 email. *See*  
10 **Exhibit "B"**.

11           With regard to LIU's payments to the plaintiffs in the Bianco matter, any such  
12 payments were between LIU and the plaintiffs and are not, therefore, records of TCC.  
13 Because TCC cannot provide documents it does not possess and that are not a part of its  
14 non-profit corporation records, it instead provided a copy of the settlement agreement and  
15 release in the Bianco matter which included the amount paid by LIU to the plaintiffs. *See*  
16 Exhibit "A". While Plaintiff points out the confidentiality clause in the settlement  
17 agreement, TCC was under the order of the OAH and ADRE to produce the documents  
18 requested by Plaintiff and, therefore, produced the settlement agreement as a non-profit  
19 corporate record evidencing the amount paid by LIU to plaintiffs in the Bianco matter.  
20

21           Despite Plaintiff's assertions, TCC fully responded to Request 2 back in July by  
22 stating that it did not have the documents requested and, therefore, could not provide them  
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1 to Plaintiff. Notwithstanding the foregoing, TCC ultimately provided Plaintiff the  
2 documents and information requested via the October 25, 2017 email.

3  
4 **III. CONCLUSION**

5 As evidenced by the documents provided to Plaintiff by TCC and attached hereto,  
6 TCC fully complied with the OAH and ADRE orders. Plaintiff has not and cannot show  
7 TCC failed to comply. Based on the foregoing, TCC and the remaining Defendants  
8 respectfully request this Court find that TCC complied with the OAH and ADRE orders  
9 and that this Court dismiss all Defendants from this matter with prejudice. Defendants  
10 further request an award of their attorneys' fees and costs incurred in defending this  
11 lawsuit.  
12

13  
14 RESPECTFULLY SUBMITTED this 22nd day of November, 2017.

15 Carpenter, Hazlewood, Delgado & Bolen, LLP  
16

17 By: /s/ Allison Preston

18 Joshua M. Bolen 024053  
19 Allison Preston 029346  
20 1400 E. Southern Ave., Suite 400  
21 Tempe, Arizona 85282  
22 *Attorneys for Defendants*

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**CERTIFICATE OF SERVICE**

ORIGINAL of the foregoing electronically  
filed this 22nd day of November, 2017, with:

Clerk of the Court  
Maricopa County Superior Court  
[www.AZTurboCourt.gov](http://www.AZTurboCourt.gov)

COPY of the foregoing mailed  
this 22nd day of November, 2017, to:

William M. Brown  
6751 East Amber Sun Drive  
Scottsdale, AZ 85266  
*Plaintiff*

/s/ Tamara Zhilyaev \_\_\_\_\_

# **EXHIBIT A**

Original documents provided  
via mail on 7/19/2017

Attachment 1  
as referenced in 10/25/2017 email

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTIVE PAPER WITH MICROPRINTED BUBBLES

24282

JPMORGAN CHASE BANK, N.A. 91-2/1221  
ARIZONA

CHECK AMOUNT  
024282 \$500.00

DATE  
Jul 18/17



34034 N. 69TH WAY • SCOTTSDALE, AZ 85266

PAY FIVE HUNDRED DOLLARS

WILLIAM M. BROWN  
6751 E. AMBER SUN DRIVE  
SCOTTSDALE, AZ 85266

VOID AFTER 90 DAYS

*William M. Brown*

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE - RED IMAGE DISAPPEARS WITH HEAT

⑆024282⑆ ⑆122100024⑆

63287809⑆



Security Features include  
Microprint

**Tom Forbes**

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**Sent:** Tuesday, July 18, 2017 8:40 AM

July 30, 2016 Records Request

1. No Records, TCC did not pay CHDB they were hired by LIU.
2. Liberty D&O Policy and CHDB Billing
3. Retention expense and Settlement Statement enclosed
4. No records

**TOM FORBES**

General Manager  
Terravita Country Club  
34034 North 69<sup>th</sup> Way | Scottsdale, AZ 85266  
Direct 480-437-9285 | Mobile 480-299-9311  
[www.terravita.com](http://www.terravita.com)  
[tomf@terravita.com](mailto:tomf@terravita.com)

**C14351531 Terravita Country Club, Inc.**

From: Chad Mutchler (CA) <CMutchler@crcins.com>

Received: 6/18/2014 12:37:45 PM

To: 'DandONotice@libertyiu.com' <DandONotice@libertyiu.com>

Attachments: Attachment.pdf

---

Attached please find a new claim for the above insured.

Thanks,

Chad Mutchler

Claims Coordinator

CRC Insurance Services

1815 Via El Prado, Suite 401

Redondo Beach, CA 90277

(310) 543-5719

(866) 730-0166 fax

**\*\*\* Please note my new address and phone number \*\*\***



1815 Via El Prado Suite 401 Redondo Beach, CA 90277 Phone: (310) 792-5446 Fax: (310) 792-5426

# NEW LOSS

Jun 18, 2014

Attn.: **\*New Loss Desk (D&O)**  
At: Liberty Int'l UWs - New York\*

Email: DandONotice@libertyiu.com  
Phone: (212) 208-4100  
Fax: (212) 208-4290

From: Chad Mutchler, Ext. 5908  
Claims Coordinator

Email: cmutchler@crcins.com  
Phone: (818) 844-5908  
Fax: (818) 662-9196

cc: Jeanette Griswold  
Scottscom Insurance Services, Inc.  
(COVER ONLY)

Email:  
Phone: (480) 860-6453  
Fax: (480) 391-3131

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**Named Insured:** Terravita Country Club, Inc.  
**Policy No.:** DOCH217352213  
**Policy Term:** 7/1/2013 to 7/1/2014  
**Date of Loss:** TBD  
**Claimant/Premises:** RALPH BIANCO, ET AL V. TERRAVITA COUNTY CLUB, ET AL

**Accident Description:** ALLEGED D&O CLAIM

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Attached please find **First Report of Loss** and policy information for the above captioned insured. When available, please forward claim number and adjuster assigned for our records.

Thank you, and please call if you should need any additional information.

CRC Claim Number: **C14351531**  
Submission No.: 3440580  
Insured I.D.: 9205273

**CONFIDENTIAL:** The information contained in this message is privileged and confidential and intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the address listed above via the U.S. Postal Service, and you will be reasonably reimbursed. Thank you.

T



17871

10/1DEDUCT N/A

Oct 02/14

5,000.00

0.00

5,000.00

Oct 16/14

017871

CARPH - CARPENTER HAZLEWOOD, PLC

0.00

8,130.00

*OK*  
*2/20/14*  
*Retention Based*

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the "Agreement") is dated, entered into, and made effective on the date of the signatures below, by and between Plaintiffs RALPH BIANCO, now deceased, by and through the Personal Representative of his Estate, Carol Renza ("Bianco"), WAYNE HOLSINGER ("Holsinger"), and GARY NELSON ("Nelson") (collectively referred to herein as the "Plaintiffs"), and Defendants TERRAVITA COMMUNITY ASSOCIATION ("TCA") and TERRAVITA COUNTRY CLUB, INC. ("TCC") ("collectively referred to herein as the "Defendants"), all of whom are collectively referred to herein as "the Parties."

### RECITALS

WHEREAS, Bianco is the owner of Lot 69, Parcel J/V at Terravita, according to Book 406 of Maps, Page 17, records of Maricopa County, Arizona, located at 7122 E. Night Glow Circle, Scottsdale, AZ, which property is located within the TCA;

WHEREAS, Nelson, as a Trustee and Beneficiary, is the owner of Lot 9, Parcel T at Terravita, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 395 of Maps, Page 20, and by Affidavits of Correction recorded at No. 95-492352 and at No. 95-0761426, Official Records of Maricopa County, located at 34312 N. 68<sup>th</sup> Place, Scottsdale, AZ, which property is located within the TCA;

WHEREAS, Holsinger was the owner and is now the former owner of Lot 88, Parcel "E" at Terravita, According to Book 367 of Maps, Page 5 and Affidavits of Correction recorded at No. 94-0448489, No. 94-0784444, and 94-0835948, Official Records of Maricopa County, located at 6963 E. Bramble Berry Lane, Scottsdale, AZ, which property is located within the TCA;

WHEREAS, the TCA is an Arizona nonprofit corporation governed by the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Terravita, recorded at No. 2010-0117625, in the official records of the Maricopa County Recorder ("TCA Declaration"), as amended from time to time;

WHEREAS, the TCC is an Arizona nonprofit corporation governed by a Ninth Amended and Restated Membership Plan for Terravita Country Club dated September 1, 2009 (the "TCC Membership Plan"), as amended from time to time;

WHEREAS, on or about June 17, 2014, Bianco, Holsinger, Nelson and four additional individuals (Bill Clark, Don and Sally Foster, and John Walker) filed a lawsuit against the TCA, TCC and several additional defendants in the Maricopa County

Superior Court, Case Number CV2014-053595 (the "Lawsuit") for "breach of fiduciary duty";

WHEREAS, pursuant to a Motion and subsequent Order of the Court dated July 15, 2014, all individual Defendants but TCA and TCC were dismissed from the Action with prejudice;

WHEREAS, pursuant to a Motion and subsequent Order of the Court John Walker, Bill Clark, and Don and Sally Foster were removed as parties to the action;

WHEREAS, Plaintiffs' First Amended Complaint was filed against TCA and TCC on August 21, 2014, alleging claims for Breach of Contract, Breach of Duty of Good Faith and Fair Dealing, Breach of Duty, Violation of Statute, Request for Declaratory Relief, and Injunctive Relief;

WHEREAS, Plaintiffs' Second Amended Complaint was filed against TCA and TCC on December 29, 2015, alleging claims for Breach of Contract, Breach of Duty of Good Faith and Fair Dealing, Breach of Duty, Violation of Statute, Request for Declaratory Relief, and Injunctive Relief;

WHEREAS, the Parties desire to resolve and settle this matter amicably without further litigation;

WHEREAS, the Parties make this Agreement in compromise and full and final settlement of all disputes and claims arising from or relating to the Lawsuit between the Parties, all in accordance with the terms, conditions, covenants, and releases set forth in this Agreement.

#### COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Payment.** In full and final settlement of the Lawsuit, the TCA and TCC agree to pay, through their respective insurers, the sum of fifteen thousand dollars total (\$15,000.00) to the Plaintiffs, no later than fifteen business days from the date upon which the Agreement is executed by all parties.
2. **Stipulation to Dismiss Lawsuit.** Upon execution of this Agreement and no later than 10 days after the receipt by Plaintiffs of the amount of Fifteen Thousand No/100 Dollars (\$15,000.00), the Parties agree to file a Stipulation to Dismiss the Lawsuit with prejudice, with the Parties bearing their own fees and costs.

3. The Parties acknowledge that this Agreement shall not modify or otherwise impact the validity and applicability of the TCA Declaration and/or the TCC Membership Plan as to the Parties.

4. **Release.** Plaintiffs hereby release, acquit and forever discharge the Defendants, as well as the Defendants' respective heirs, successors, assigns, past and present officers, directors, agents, employees, managers, insurers and attorneys (collectively, "Released Parties"), as applicable, of any and all claims and/or causes of action, whether based on tort, contract, statute, common law, or any other type of legal or equitable theory which could be asserted in any state court, federal court, arbitration or any other legal or administrative proceedings, which now exist and that arise out of, or are related to, the claims made in the Lawsuit.

5. **Confidentiality.** Plaintiffs and their attorneys agree that the fact, the amount and the terms of this Agreement shall be kept confidential and shall not be disclosed to any third party at any time unless such disclosure is required by process of law, order of court or arbitration, or otherwise permitted under the terms of this Agreement. Moreover, this Agreement and its terms shall not be used or disclosed in any court, arbitration, or other legal proceeding except to enforce the provisions of this Agreement or as required by the Arizona Probate Code. Plaintiffs acknowledge that any breach of this term will result in damages to the non-breaching party, which may include the amounts paid by TCA and TCC to Plaintiffs under this Agreement. If asked about the existence, status, or the resolution of the Lawsuit or of any claims of Plaintiffs against any or all Defendants, the Plaintiffs may respond that the litigation was resolved without any admission of fault.

6. **Non-Disparagement.** The Parties agree that they will not at any time, in any way, make or cause to be made any statement, either oral or written, disparaging the other. The Parties each further agree that each will not disparage any individuals associated with the other party or parties by making or soliciting any comments, statements or the like to the media or to others, either orally or in writing, that may be considered to be derogatory or detrimental to the good name or business reputation of the party, or any individuals associated with the party. The term "disparage" used in this Paragraph is hereby defined to mean the making of comments or statements, oral, written or otherwise, to any individual or entity, or to the media or the public, that could reasonably be expected to adversely affect in any manner (i) the conduct of business by such Party, or (ii) the personal or professional reputation of any such Party.

7. **Remedies Upon Breach.** In the event that any Party to this Agreement materially breaches the terms of the Agreement, the non-breaching Party may exercise any and all remedies available to them under applicable law consistent with their rights under this Agreement. Unless otherwise provided for in this Agreement, in the event an action is brought against a Party to enforce any of the terms or provisions of this Agreement, the

prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable expenses, including, but not limited to, all reasonable attorneys' fees and costs.

8. **No Assignment and Entire Agreement.** This Agreement constitutes and embodies the full and complete understanding and agreement of the Parties and supersedes all prior understandings or agreements, whether oral or in writing, pertaining to the subject matter contained herein. This Agreement represents the complete, actual, and intended agreement of the Parties. The Parties represent and warrant that they have not assigned any claim that they have or may have against any other Party, to any third party.

9. **Waiver, Modification, and Amendment of Agreement.** This Agreement shall not be altered, modified, or amended, except by written agreement signed by the Parties.

10. **Provisions Severable.** If, after the date of this Agreement, any provision hereof is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision will be fully severable and the remainder of the Agreement will remain enforceable and not affected thereby, provided that the overall intent of this Agreement is not vitiated by such severability.

11. **Governing Law.** This Agreement shall be construed, interpreted, and administered in accordance with the laws of Arizona. In the event any action is commenced in connection with this Agreement, venue for such action or proceeding shall be proper only in a court of competent jurisdiction located in Maricopa County, Arizona.

12. **Attorneys' Fees.** Each party shall bear its own attorneys' fees and costs.

13. **Counterparts.** This Agreement may be executed in counterparts; all counterparts are deemed to constitute one and the same instrument, and each counterpart is deemed to be an original of that instrument. Facsimile and electronically transmitted signatures shall be deemed originals.

14. **Warranty of Capacity to Execute Agreement.** The Parties represent and warrant that they are duly and properly authorized to enter into this Agreement and that all necessary corporate, administrative, or governmental approvals have been obtained prior to execution of this Agreement. After it is fully executed, this Agreement shall be valid and binding against the Party on whose behalf this Agreement was executed.

15. **Miscellaneous.** The Parties hereby incorporate the Recitals to this Agreement herein by reference in their entirety and agree that they shall have the force and effect of stipulations of fact. The captions and headings in this Agreement are for convenience only and shall not be used to interpret, construe, or in any way affect the meanings of the terms and provisions of this Agreement. All grammatical usages in this Agreement shall

be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person, persons, or entity may require.

16. **No Admission of Liability.** The Parties recognize and agree that the consideration and statements made herein are not an admission of liability, but are made for the purposes of settling and resolving disputed claims

17. **Additional Acts and Documents.** Each party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments as may be reasonably requested to carry out the provisions, intent, and purpose of this Agreement.

18. **Execution of Agreement.** By affixing their signatures below, the Parties mutually certify that they have carefully read this Agreement and fully understand its contents. **IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement as of the date written above.

**RALPH BIANCO, by and through his authorized heirs, devisees, successors and assigns**

Signature: \_\_\_\_\_

Printed Name: CAROL RENZI

Title EXECUTOR, ESTATE 'C RALPH D. BIANCO

Date 3/28/16

**WAYNE HOLSINGER**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

**GARY NELSON**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date \_\_\_\_\_

be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person, persons, or entity may require.

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**RALPH BIANCO, by and through his authorized heirs, devisees, successors and assigns**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

**WAYNE HOLSINGER**

Signature:  \_\_\_\_\_

Printed Name: WAYNE HOLSINGER

Date 3-28-16

**GARY NELSON**

Signature:  \_\_\_\_\_

Printed Name: GARY NELSON

Date 4-3-16



| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 200.0000 | 460.00  | 200.0000  | 2.3000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 200.0000 | 60.00   | 200.0000  | 0.3000     |
| N        | 225.0000 | 697.50  | 225.0000  | 3.1000     |
| N        | 225.0000 | 405.00  | 225.0000  | 1.8000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 382.50  | 225.0000  | 1.7000     |
| N        | 85.0000  | 25.50   | 85.0000   | 0.3000     |
| N        | 200.0000 | 480.00  | 200.0000  | 2.4000     |
| N        | 225.0000 | 292.50  | 225.0000  | 1.3000     |
| N        | 200.0000 | 280.00  | 200.0000  | 1.4000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 200.0000 | 380.00  | 200.0000  | 1.9000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 270.00  | 225.0000  | 1.2000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 85.0000  | 25.50   | 85.0000   | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 1147.50 | 225.0000  | 5.1000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |



| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 450.00  | 225.0000  | 2.0000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 0.0000   | 0.00    | 0.0000    | 0.2000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 517.50  | 225.0000  | 2.3000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 225.00  | 225.0000  | 1.0000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |

| Trans No. | Date       | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|------------|-------------------|------------------------------------|---|----------|-----------|--------|
| 883731    | 8/22/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.4000 |
| 884094    | 8/25/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.2000 |
| 884098    | 8/25/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 884101    | 8/25/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.6000 |
| 884195    | 8/25/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.6000 |
| 884521    | 8/26/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.6000 |
| 884651    | 8/26/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 884800    | 8/27/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.9000 |
| 884889    | 8/27/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 884894    | 8/27/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 884895    | 8/27/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 885362    | 8/28/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 886219    | 9/2/2014   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 3.8000 |
| 886294    | 9/2/2014   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 2.4000 |
| 886704    | 9/3/2014   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.5000 |
| 886722    | 9/3/2014   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.9000 |
| 887379    | 9/5/2014   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 887400    | 9/5/2014   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 887956    | 9/9/2014   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 888949    | 9/12/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 2.5000 |
| 889443    | 9/15/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 889470    | 9/15/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 889747    | 9/16/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 2.1000 |
| 889835    | 9/16/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.7000 |
| 890016    | 9/17/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 5.2000 |
| 890211    | 9/17/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 890383    | 9/18/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 4.1000 |
| 890887    | 9/19/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 891188    | 9/22/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.8000 |
| 891237    | 9/22/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 891307    | 9/22/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 891399    | 9/23/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 897694    | 10/14/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 897702    | 10/14/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.7000 |
| 897709    | 10/14/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.7000 |
| 897712    | 10/14/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 897894    | 10/15/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.6000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 315.00  | 225.0000  | 1.4000     |
| N        | 225.0000 | 270.00  | 225.0000  | 1.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 360.00  | 225.0000  | 1.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 202.50  | 225.0000  | 0.9000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 855.00  | 225.0000  | 3.8000     |
| N        | 225.0000 | 540.00  | 225.0000  | 2.4000     |
| N        | 225.0000 | 337.50  | 225.0000  | 1.5000     |
| N        | 225.0000 | 427.50  | 225.0000  | 1.9000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 562.50  | 225.0000  | 2.5000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 472.50  | 225.0000  | 2.1000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 1170.00 | 225.0000  | 5.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 922.50  | 225.0000  | 4.1000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 405.00  | 225.0000  | 1.8000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |

| Trans No. | Date       | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|------------|-------------------|------------------------------------|---|----------|-----------|--------|
| 898130    | 10/15/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 898991    | 10/20/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 899007    | 10/20/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 3.3000 |
| 899140    | 10/20/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.5000 |
| 899372    | 10/21/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 2.3000 |
| 899414    | 10/21/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.4000 |
| 899462    | 10/21/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 906555    | 11/13/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.5000 |
| 907728    | 11/19/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.4000 |
| 908481    | 11/21/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 908493    | 11/21/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.8000 |
| 909913    | 11/26/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 909963    | 11/26/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 912604    | 12/8/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.5000 |
| 912820    | 12/9/2014  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 913463    | 12/10/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 913886    | 12/11/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.6000 |
| 914456    | 12/15/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.1000 |
| 915360    | 12/17/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 915738    | 12/17/2014 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 919118    | 1/6/2015   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 919120    | 1/6/2015   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 920269    | 1/9/2015   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 920305    | 1/9/2015   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 920725    | 1/12/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 922485    | 1/19/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.2000 |
| 923579    | 1/22/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.3000 |
| 924118    | 1/26/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 3.4000 |
| 924120    | 1/27/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 2.4000 |
| 924479    | 1/27/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.3000 |
| 924480    | 1/27/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 924508    | 1/27/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 928084    | 2/9/2015   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 928822    | 2/11/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 928825    | 2/11/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.6000 |
| 928886    | 2/11/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 928887    | 2/11/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.9000 |
|           |            |                   |                                    | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 742.50  | 225.0000  | 3.3000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 517.50  | 225.0000  | 2.3000     |
| N        | 225.0000 | 315.00  | 225.0000  | 1.4000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 315.00  | 225.0000  | 1.4000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 405.00  | 225.0000  | 1.8000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 337.50  | 225.0000  | 1.5000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 360.00  | 225.0000  | 1.6000     |
| N        | 225.0000 | 247.50  | 225.0000  | 1.1000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 270.00  | 225.0000  | 1.2000     |
| N        | 225.0000 | 292.50  | 225.0000  | 1.3000     |
| N        | 225.0000 | 765.00  | 225.0000  | 3.4000     |
| N        | 225.0000 | 540.00  | 225.0000  | 2.4000     |
| N        | 225.0000 | 292.50  | 225.0000  | 1.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 360.00  | 225.0000  | 1.6000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 202.50  | 225.0000  | 0.9000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |

| Trans No. | Date      | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|-----------|-------------------|------------------------------------|---|----------|-----------|--------|
| 928897    | 2/11/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 928986    | 2/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 928988    | 2/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 929483    | 2/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 929487    | 2/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 929518    | 2/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 929653    | 2/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 930410    | 2/19/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.6000 |
| 931792    | 2/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 931793    | 2/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 931794    | 2/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 931795    | 2/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 931894    | 2/25/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.6000 |
| 932101    | 2/25/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 932786    | 2/26/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 932868    | 2/26/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 933449    | 2/27/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 933709    | 3/2/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 935227    | 3/6/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 936252    | 3/10/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.1000 |
| 936267    | 3/10/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 936433    | 3/11/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 936731    | 3/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 936791    | 3/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 936856    | 3/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 937346    | 3/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 937956    | 3/17/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 938558    | 3/18/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 938568    | 3/18/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 939447    | 3/20/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.8000 |
| 939816    | 3/23/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 940069    | 3/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 940070    | 3/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 940510    | 3/25/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.5000 |
| 940511    | 3/25/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.7000 |
| 940517    | 3/25/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 2.8000 |
| 940688    | 3/25/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.3000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 360.00  | 225.0000  | 1.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 247.50  | 225.0000  | 1.1000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 630.00  | 225.0000  | 2.8000     |
| N        | 225.0000 | 292.50  | 225.0000  | 1.3000     |

| Trans No. | Date      | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|-----------|-------------------|------------------------------------|---|----------|-----------|--------|
| 940828    | 3/26/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 941204    | 3/27/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 941327    | 3/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 941329    | 3/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 941331    | 3/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 941649    | 3/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 941715    | 3/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.6000 |
| 941875    | 3/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 942016    | 3/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.5000 |
| 942540    | 4/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 942541    | 4/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 942581    | 4/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.3000 |
| 942804    | 4/2/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 943022    | 4/2/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.1000 |
| 943293    | 4/3/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 2.5000 |
| 943294    | 4/3/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 943813    | 4/7/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 944013    | 4/7/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.4000 |
| 944038    | 4/7/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 944311    | 4/8/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 944986    | 4/10/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 945685    | 4/15/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 945713    | 4/15/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 946308    | 4/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 946985    | 4/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 946986    | 4/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 947736    | 4/23/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 947738    | 4/23/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 948630    | 4/27/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 950239    | 5/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.6000 |
| 950282    | 5/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 950436    | 5/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 950437    | 5/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 950442    | 5/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 950445    | 5/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.6000 |
| 950779    | 5/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 950780    | 5/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 360.00  | 225.0000  | 1.6000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 292.50  | 225.0000  | 1.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 247.50  | 225.0000  | 1.1000     |
| N        | 225.0000 | 562.50  | 225.0000  | 2.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 315.00  | 225.0000  | 1.4000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |

| Trans No. | Date      | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|-----------|-------------------|------------------------------------|---|----------|-----------|--------|
| 950800    | 5/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 950891    | 5/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 950985    | 5/5/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 951010    | 5/5/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 951011    | 5/5/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 951823    | 5/7/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.5000 |
| 952075    | 5/8/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 952346    | 5/11/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 952716    | 5/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.4000 |
| 952722    | 5/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 952723    | 5/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 952725    | 5/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 952913    | 5/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 953316    | 5/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 953625    | 5/11/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 954275    | 5/19/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 954334    | 5/19/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 954366    | 5/19/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.9000 |
| 954380    | 5/19/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 954744    | 5/19/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 955476    | 5/22/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 955477    | 5/22/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 955501    | 5/22/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 955532    | 5/22/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 956939    | 5/28/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.1000 |
| 958973    | 6/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.5000 |
| 960405    | 6/10/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.9000 |
| 960714    | 6/11/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.2000 |
| 963136    | 6/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 963138    | 6/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 964885    | 6/29/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 966233    | 7/1/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 966331    | 7/2/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 970141    | 7/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 970419    | 7/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 970718    | 7/22/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 970719    | 7/22/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 315.00  | 225.0000  | 1.4000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 427.50  | 225.0000  | 1.9000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 247.50  | 225.0000  | 1.1000     |
| N        | 225.0000 | 337.50  | 225.0000  | 1.5000     |
| N        | 225.0000 | 202.50  | 225.0000  | 0.9000     |
| N        | 225.0000 | 270.00  | 225.0000  | 1.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |

| Trans No. | Date      | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|-----------|-------------------|------------------------------------|---|----------|-----------|--------|
| 770733    | 7/22/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 772283    | 7/28/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 772453    | 7/29/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 772781    | 7/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 3.4000 |
| 773427    | 7/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 2.4000 |
| 773428    | 7/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 773429    | 7/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.9000 |
| 774399    | 8/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 774401    | 8/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 774616    | 8/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 776140    | 8/10/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 776498    | 8/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 776499    | 8/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 776500    | 8/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 776501    | 8/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 776626    | 8/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.5000 |
| 776721    | 8/12/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 777173    | 8/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.5000 |
| 777222    | 8/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 777223    | 8/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 777230    | 8/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 777248    | 8/13/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 983074    | 9/3/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 983293    | 9/3/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 983491    | 9/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 983568    | 9/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 983679    | 9/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 983764    | 9/8/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 983872    | 9/8/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 983874    | 9/8/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 983880    | 9/8/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.8000 |
| 984660    | 9/10/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 985775    | 9/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 985776    | 9/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.7000 |
| 985780    | 9/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 986034    | 9/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.9000 |
| 986037    | 9/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
|           |           |                   |                                    | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.3000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 765.00  | 225.0000  | 3.4000     |
| N        | 225.0000 | 540.00  | 225.0000  | 2.4000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 202.50  | 225.0000  | 0.9000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 337.50  | 225.0000  | 1.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 337.50  | 225.0000  | 1.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 202.50  | 225.0000  | 0.9000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 25.50   | 85.0000   | 0.3000     |

| Trans No. | Date       | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|------------|-------------------|------------------------------------|---|----------|-----------|--------|
| 986243    | 9/17/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 988567    | 9/25/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 988639    | 9/25/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.3000 |
| 988685    | 9/25/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 989838    | 9/30/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 989843    | 9/30/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 991263    | 10/5/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 991406    | 10/6/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 991493    | 10/6/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 994006    | 10/14/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 994267    | 10/15/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 994592    | 10/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 995130    | 10/20/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 995595    | 10/20/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 996249    | 10/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 996600    | 10/23/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.2000 |
| 996703    | 10/26/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 996833    | 10/26/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 998075    | 10/29/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.6000 |
| 998220    | 10/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 998221    | 10/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 998273    | 10/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 998275    | 10/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 998329    | 10/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 998999    | 11/2/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 999078    | 11/2/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.7000 |
| 999275    | 11/3/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1000201   | 11/6/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 5.2000 |
| 1000307   | 11/6/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 1000308   | 11/6/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 1002294   | 11/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1002569   | 11/16/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1003338   | 11/18/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1003512   | 11/18/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1003518   | 11/18/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 2.1000 |
| 1003737   | 11/19/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.7000 |
| 1004841   | 11/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
|           |            |                   |                                    | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 25.50   | 85.0000   | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 270.00  | 225.0000  | 1.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 382.50  | 225.0000  | 1.7000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 1170.00 | 225.0000  | 5.2000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 472.50  | 225.0000  | 2.1000     |
| N        | 225.0000 | 382.50  | 225.0000  | 1.7000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |

| Trans No. | Date       | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|------------|-------------------|------------------------------------|---|----------|-----------|--------|
| 1004861   | 11/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.7000 |
| 1004882   | 11/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 1004884   | 11/24/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 1005764   | 11/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1005766   | 11/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1005924   | 11/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1005963   | 11/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1005976   | 11/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 1005992   | 11/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 1007480   | 12/4/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.0000 |
| 1007744   | 12/7/2015  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 2.8000 |
| 1009806   | 12/14/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 1011359   | 12/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 1011521   | 12/21/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1011899   | 12/22/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1012044   | 12/23/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.5000 |
| 1012047   | 12/23/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 1012083   | 12/23/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.6000 |
| 1012135   | 12/23/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1012850   | 12/28/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1013104   | 12/29/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 1013107   | 12/29/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 1013469   | 12/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1013470   | 12/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.4000 |
| 1013475   | 12/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 1013493   | 12/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1013494   | 12/30/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1013643   | 12/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 1.3000 |
| 1013700   | 12/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1013749   | 12/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1013753   | 12/31/2015 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.8000 |
| 1014090   | 1/4/2016   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1014126   | 1/4/2016   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1014152   | 1/4/2016   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1014255   | 1/5/2016   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1014334   | 1/5/2016   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 1014335   | 1/5/2016   | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 225.00  | 225.0000  | 1.0000     |
| N        | 225.0000 | 630.00  | 225.0000  | 2.8000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 360.00  | 225.0000  | 1.6000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 315.00  | 225.0000  | 1.4000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 292.50  | 225.0000  | 1.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |

| Trans No. | Date      | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|-----------|-------------------|------------------------------------|---|----------|-----------|--------|
| 1014414   | 1/5/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1014511   | 1/5/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1014512   | 1/5/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1014559   | 1/5/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1015494   | 1/8/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1015529   | 1/8/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.7000 |
| 1015597   | 1/8/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1015598   | 1/8/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 1015636   | 1/8/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 1016603   | 1/13/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1016683   | 1/13/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1016872   | 1/14/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1018287   | 1/20/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1018886   | 1/22/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.6000 |
| 1018888   | 1/22/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1018895   | 1/22/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1018989   | 1/22/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1019149   | 1/25/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1020399   | 1/27/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1020424   | 1/27/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1020839   | 1/28/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1024090   | 2/11/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.5000 |
| 1024234   | 2/11/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1024456   | 2/12/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.9000 |
| 1024568   | 2/15/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 1024713   | 2/16/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 1.4000 |
| 1025651   | 2/20/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1025679   | 2/20/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.2000 |
| 1025757   | 2/22/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1026902   | 2/24/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1027419   | 2/26/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 3.8000 |
| 1027494   | 2/26/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1027535   | 2/26/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1027942   | 2/29/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 1027968   | 2/29/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1027978   | 2/29/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1028673   | 3/2/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 157.50  | 225.0000  | 0.7000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 135.00  | 225.0000  | 0.6000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 202.50  | 225.0000  | 0.9000     |
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 315.00  | 225.0000  | 1.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 855.00  | 225.0000  | 3.8000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |

| Trans No. | Date      | Matter ID         | Client Sort                        | Matter Description                      | Initials | Component | Units  |
|-----------|-----------|-------------------|------------------------------------|---|----------|-----------|--------|
| 1028769   | 3/2/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.8000 |
| 1031161   | 3/10/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.4000 |
| 1031471   | 3/11/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1032033   | 3/14/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1033249   | 3/17/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1033330   | 3/17/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 1033349   | 3/17/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1034591   | 3/22/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1035780   | 3/25/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1036007   | 3/28/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.5000 |
| 1036140   | 3/28/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | A108      | 0.3000 |
| 1037485   | 3/30/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1038169   | 4/1/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | CSE      | H         | 0.2000 |
| 1038539   | 4/1/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1039375   | 4/5/2016  | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1041092   | 4/11/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1041203   | 4/11/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.4000 |
| 1045345   | 4/25/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | JMB      | H         | 0.3000 |
| 1045357   | 4/25/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.5000 |
| 1045364   | 4/25/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1045554   | 4/25/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | CSE      | H         | 0.1000 |
| 1045559   | 4/25/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.2000 |
| 1045586   | 4/25/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |
| 1046515   | 4/26/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | CSE      | H         | 0.2000 |
| 1051415   | 5/11/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1051591   | 5/12/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | KJC      | H         | 0.3000 |
| 1051879   | 5/12/2016 | LIU.TERRAVCC.0140 | LIU - Terravita Country Club, Inc. | Bianco, et. al vs. Terravita Country... | TAL      | H         | 0.2000 |

| On Hold? | Price    | Ext Amt | Stmn P... | Stmn Units |
|----------|----------|---------|-----------|------------|
| N        | 225.0000 | 180.00  | 225.0000  | 0.8000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 90.00   | 225.0000  | 0.4000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 112.50  | 225.0000  | 0.5000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 22.50   | 225.0000  | 0.1000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |
| N        | 225.0000 | 45.00   | 225.0000  | 0.2000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 225.0000 | 67.50   | 225.0000  | 0.3000     |
| N        | 85.0000  | 17.00   | 85.0000   | 0.2000     |

**LIBERTY INSURANCE UNDERWRITERS INC.**

55 Water Street, 18<sup>th</sup> Floor

New York, New York 10041

(A Stock Insurance Company hereinafter "the Insurer")

Liberty Insurance Underwriters Inc.'s toll free number is: 800-677-9163

**NONPROFIT EXECUTIVE ADVANTAGE POLICY**

**DECLARATIONS**

**NOTICE: THIS IS A CLAIMS-MADE POLICY. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE, AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN 90 DAYS AFTER THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**UNLESS AMENDED BY ENDORSEMENT, AMOUNTS INCURRED AS DEFENSE COSTS SHALL BE IN ADDITION TO THE LIMIT OF LIABILITY AND SHALL NOT BE APPLIED AGAINST THE APPLICABLE RETENTION.**

**THE INSURER HAS THE DUTY TO DEFEND.**

**POLICY NUMBER: DOCH217352-214**

**PRODUCER: CRC Insurance Services, Inc.**

**RENEWAL OF: DOCH217352-213**

**ITEM I. NAME AND ADDRESS OF PARENT ORGANIZATION:**

**Terravita Country Club  
34522 N. Scottsdale Rd.  
Scottsdale, AZ 85266**

**ITEM II. POLICY PERIOD:** Inception Date: July 1, 2014 Expiration Date: July 1, 2015  
(12:01 A.M. at the address set forth in Item I)

**ITEM III. LIMIT OF LIABILITY:** \$4,000,000 in the aggregate for the **Policy Year**

**ITEM IV. RETENTION:** \$5,000 D&O in the aggregate each **Claim**

**ITEM V. PRIOR LITIGATION DATE:** July 1, 2004

**ITEM VI. PREMIUM:** **\$11,595**

**TRIA PREMIUM:** **\$ 0**

**ITEM VII. ENDORSEMENTS FORMING PART OF THIS POLICY AT ISSUANCE: 7**

This Declarations page, together with the **Application**, the attached Nonprofit Executive Advantage Policy Form, and all endorsements thereto, shall constitute the contract between the Insurer and the **Insureds**. This Policy is valid only if signed below by a duly authorized representative of the Insurer.

  
\_\_\_\_\_  
Authorized Representative

# LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "Insurer")

## NONPROFIT EXECUTIVE ADVANTAGE POLICY

(Words and phrases printed in **bold**, other than in the headings, are defined in Section 23 below.)

In reliance upon the truthfulness and accuracy of the statements made in the **Application**, in consideration of, and subject to, the payment of premium when due, and subject to the terms, conditions, and exclusions of this Policy, the Insurer and the **Insureds** agree as follows:

1. **Insuring Agreement:** The Insurer shall pay on behalf of the **Insureds** all **Loss** which they shall become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or **Discovery Period**, if applicable, against the **Insureds** for a **Wrongful Act** which takes place before or during the **Policy Period**.
2. **Defense Costs and Settlements:**
  - 2.1 It shall be the right and duty of the Insurer to defend any **Claim**. The Insurer may investigate, as it deems appropriate, any **Claim**, circumstance, or **Wrongful Act** involving the **Insureds**.
  - 2.2 The **Insureds** shall not incur any **Defense Costs**, admit any liability, assume any obligation, agree to any settlement, or make any settlement offer with respect to any **Claim** without the Insurer's prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any **Defense Costs** incurred or any admissions, obligations, agreements, or settlements made by the **Insureds** without the Insurer's prior written consent.
  - 2.3 The Insurer has the right to negotiate the settlement of any **Claims** it deems expedient, but only with the **Insured's** consent. If the **Insureds** withhold consent to such settlement, the Insurer's liability for such **Claim** is limited to the amount in excess of the Retention which the Insurer would have contributed to the settlement had the **Insured** consented to the settlement, and 70 percent (70%) of any additional covered **Loss**, including **Defense Costs**, incurred subsequent to such refusal to settle.
3. **Cooperation:** As a condition precedent to the **Insureds'** rights under this Policy, they shall give to the Insurer all information and cooperation as the Insurer reasonably may require and shall do nothing that may prejudice the Insurer's position or its rights of recovery.
4. **Claim Exclusions:** This Policy does not apply to any **Claim** made against any **Insured**:
  - 4.1 for:
    - (a) bodily injury, sickness, disease, death; or
    - (b) emotional distress, mental anguish, false arrest or imprisonment, abuse of process, malicious prosecution, violation or invasion of any right of privacy or private occupancy, trespass, nuisance or wrongful entry or eviction; or

- (c) libel, slander, defamation; or
- (d) damage to, destruction of, or loss of use of any tangible property;

provided that parts (b) and (c) of this exclusion shall not apply to any **Claim** brought by or on behalf of any **Third Person**, or any past, present or prospective **Insured Person** for an **Employment Practices Wrongful Act**; also provided that part (c) of this exclusion shall not apply to any **Claim** for any other **Wrongful Act** other than an **Employment Practices Wrongful Act**. However, coverage afforded for libel, slander or defamation for **Wrongful Acts** other than **Employment Practices Wrongful Acts** shall be excess of any coverage afforded by the **Insured's** general liability policy;

- 4.2 for any error, misstatement, misleading statement, act, omission, neglect or breach of duty by **Insured Persons** of any **Subsidiary** in such capacity or by the **Subsidiary** itself if such error, misstatement, misleading statement, act, omission, neglect or breach of duty actually or allegedly occurred, in whole or in part, when such entity was not a **Subsidiary**;
- 4.3 based upon, arising from, or in any way related to any error, misstatement, misleading statement, act, omission, neglect or breach of duty which has been reported or has been the subject of any notice under any insurance policy of which this Policy is a renewal or replacement or under any other policy which it may succeed in time;
- 4.4 for any actual or alleged violation of the Employee Retirement Income Security Act of 1974, amendments thereto or similar federal, state, local or common law;
- 4.5 based upon, arising from, or in any way related to:
  - (a) any demand, suit, or other proceeding against any **Insured** which has been made, which existed, or was pending prior to the applicable Prior Litigation Date set forth in Item V of the Declarations; or
  - (b) the same or substantially the same facts, circumstances or allegations involved in such demand, suit, or other proceeding;
- 4.6 brought or maintained by or on behalf of the **Insured Organization**;
- 4.7 based upon, arising from, or in any way related to the actual, alleged, or threatened discharge, dispersal, release or escape of **Pollutants, Fungi or Microbes**, or any direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants, Fungi or Microbes**;
- 4.8 based upon, arising from, or in any way related to an **Insured Person** serving as a director, officer, trustee, regent, governor, volunteer, employee, or similar position of any entity other than the **Insured Organization**; or
- 4.9 based upon, arising from, or in any way related to:
  - (a) any **Insureds** gaining in fact any personal profit, remuneration or advantage to which they were not legally entitled; or

- (b) any deliberately dishonest, malicious or fraudulent act or omission or any willful violation of law by any **Insured**;

provided, however, this exclusion shall only apply if it is finally adjudicated that such conduct in fact occurred.

For purposes of determining the applicability of Section 4.9, the **Wrongful Act** of any **Insured Person** shall not be imputed to any other **Insured Person**.

- 5. **Loss Exclusions:** The Insurer shall not be liable to pay any **Loss** in connection with any **Claim**:
  - 5.1 for any obligation of the **Insured Organization** to modify any building or property in order to affect compliance with the Americans With Disabilities Act and any amendments thereto or any similar federal, state or local statute, regulation, or common laws; or
  - 5.2 for any actual or alleged liability of any **Insured** under any contract or agreement, express or implied, written or oral, except for employment related obligations which would have attached absent such contract or agreement.

Provided, however, that these exclusions shall not apply to the Insurer's duty to defend and to pay **Defense Costs**.

- 6. **Application Representations and Severability:**
  - 6.1 The **Insureds** represent that the statements and representations contained in the **Application** are true and shall be deemed material to the acceptance of the risk or the hazard assumed by the Insurer under this Policy. This Policy is issued in reliance upon the truth of such statements and representations.
  - 6.2 The **Insureds** agree that if the **Application** contains any statements or representations that are untrue, this Policy shall be void as to the **Insured Organization** and any **Insured Person** who knew the facts that were not truthfully disclosed, provided that such knowledge shall not be imputed to any other **Insured Person**.

- 7. **Reporting Requirements:**
  - 7.1 The **Insureds**, as a condition precedent to their rights under this Policy, shall report every **Claim** to the Insurer as soon as practicable from the date any **Executive Officer** has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Period**.
  - 7.2 Notice of any **Claim**, circumstance, or **Wrongful Act** shall be forwarded to **Liberty International Underwriters, 55 Water Street, 18<sup>th</sup> Floor, New York, NY 10041 Attention: Specialty Casualty Claims**.
  - 7.3 All notices under this Policy shall be sent in writing by mail, prepaid express courier, or facsimile and shall be effective upon receipt thereof by the addressee.

- 8. **Notice of Circumstance or Wrongful Act:** If during the **Policy Period** or the **Discovery Period** the **Insureds** become aware of any circumstance or **Wrongful Act** that reasonably may be expected to give rise to a **Claim**, and if such circumstance or **Wrongful Act** is reported to the Insurer

during the **Policy Period** in writing with details as to the nature and date of such circumstance or **Wrongful Act**, the identity of any potential claimant, the identity of any **Insured Person** involved in such circumstance or **Wrongful Act**, and the manner in which the **Insureds** first became aware of such circumstance or **Wrongful Act**, then any **Claim** subsequently arising from such circumstance or **Wrongful Act** shall be deemed under this Policy to be a **Claim** made during the **Policy Period** in which the circumstance or **Wrongful Act** was first duly reported to the Insurer.

**9. Limit of Liability:**

**9.1** The Insurer's maximum aggregate Limit of Liability for all **Loss** under this Policy shall be the amount set forth in Item III of the Declarations. Amounts incurred as **Defense Costs** shall be in addition to the Limit of Liability.

**9.2** All **Claims** arising from the same **Wrongful Act** or **Interrelated Wrongful Acts** shall be deemed one **Claim** and subject to a single limit of liability. Such **Claim** shall be deemed first made on the date the earliest of such **Claims** is first made, regardless of whether such date is before or during the **Policy Period**.

**9.3** With respect to all **Claims** deemed to have been made in a **Policy Year**, should the Limit of Liability be exhausted by payment of **Loss** resulting from one or more of such **Claims**, the Insurer's duty to defend shall cease and any and all obligations of the Insurer hereunder shall be deemed to be completely fulfilled and extinguished and the Insurer shall have no further obligations hereunder of any kind or nature.

**10. Retentions:** The Insurer shall be liable to pay only the amount of covered **Loss** in excess of the applicable Retention amount set forth in Item IV of the Declarations. Such Retention shall not be applicable to **Defense Costs** except in the instance noted in Section 2.3 in which the **Insureds** withhold consent to settlement. Such applicable Retention shall be uninsured and shall be borne by the **Insured Organization**. However, if an **Insured Person** is not indemnified for **Loss** solely by reason of the **Insured Organization's** financial insolvency or because indemnification is not legally permissible, an **Insured Person's** Retention shall be \$0. This change in Retention shall not affect any other terms or conditions of this Policy.

**11. Allocation:** If a **Claim** gives rise to **Loss** covered under this Policy and loss not covered under this Policy, either because a **Claim** includes both covered and uncovered matters or both covered and uncovered parties, the **Insureds** and the Insurer shall allocate such amount between covered **Loss** and uncovered loss.

**12. Other Insurance:** If any **Loss** arising from any **Claim** is insured by other valid and collectible insurance, then this Policy shall apply only in excess of the amount of any deductibles, retentions and limits of liability under such other policy or policies, whether such other policy or policies are stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written specifically excess of this Policy by reference in such other policy to this Policy's Policy Number.

**13. Discovery Period:**

**13.1** If the Insurer or the **Parent Organization** fails or refuses to renew this Policy or if the **Parent Organization** cancels this Policy, any **Insured** shall have the right to an extension of the coverage granted by this Policy following the effective date of such cancellation or

non-renewal. Such extension of coverage shall apply solely with respect to **Wrongful Acts** taking place before the effective date of such cancellation or non-renewal.

- 13.2** If the Insurer refuses to renew this Policy the **Discovery Period** shall be the period of ninety (90) days from the end of the **Policy Period**, and there shall be no charge for this **Automatic Discovery Period** of ninety (90) days. If prior to the end of the **Automatic Discovery Period** the **Parent Organization** pays the Insurer an additional amount equal to thirty-five percent (35%) of the annual premium of this Policy, the term of the **Discovery Period** shall be extended for an additional twelve (12) months from the end of the **Automatic Discovery Period**. Such Discovery Period Premium shall be deemed fully earned as of such date. This extension shall not apply if this Policy is terminated by the Insurer for failure to pay any premium when due.
- 13.3** If the **Parent Organization** fails or refuses to renew or cancels this Policy the **Parent Organization** may purchase a **Discovery Period** of twelve (12) month from the end of the **Policy Period**, provided that the **Parent Organization** pays the Insurer an additional amount equal to thirty-five percent (35%) of the annual premium of this Policy within thirty (30) days of the end of the **Policy Period**. Such Discovery Period Premium shall be deemed fully earned as of such date.
- 13.4** The extension of coverage for the **Discovery Period** shall not in any way increase the Limit of Liability set forth in Item III of the Declarations. For purposes of the Limit of Liability, the **Discovery Period** is considered to be part of and not in addition to the last **Policy Year**.
- 13.5** If the **Parent Organization** shall cancel or non-renew this Policy for any reason other than being sold, acquired or bankrupt, each director or officer that was an **Insured**, but did not serve as a director or officer at the time of cancellation or non-renewal, shall be provided an unlimited extension of coverage granted by this Policy to report any **Claim(s)** first made against the director or officer after the date of such cancellation or non-renewal. However, this extension of coverage shall only be afforded in the event that the **Wrongful Act** was committed before the date of cancellation or non-renewal, and no Directors and Officers Liability policy, or policy providing essentially the same type of coverage, or extension period, is in effect at the time the **Claim** is made.

**14. Conversion to Automatic Run-off:**

- 14.1** In the event of a **Change in Control** during the **Policy Period**, coverage under this Policy shall continue until the end of the **Policy Period**, but only with respect to **Claims** for **Wrongful Acts** taking place prior to the effective date of such **Change in Control**. The entire premium for this Policy shall be deemed fully earned as of the effective date of such **Change in Control**.
- 14.2** The **Parent Organization** shall give written notice of such **Change in Control** to the Insurer as soon as practicable, together with such information as the Insurer may reasonably require.

- 15. Subrogation:** If the Insurer pays any **Loss** under this Policy, the Insurer shall be subrogated to the extent of such payment to all rights of recovery thereof. The **Insureds** shall execute all papers required and shall do everything that may be necessary to secure and preserve such rights, including the execution of such documents necessary to enable the Insurer effectively to bring suit in

the name of the **Insureds**. The obligations of the **Insureds** pursuant to this Section 15 survive the termination of the **Policy Period**.

**16. Parent Organization as Authorized Representative:** The **Insureds** agree that the **Parent Organization** shall act on their behalf with respect to all matters under this Policy, including without limitation the giving and receiving of notices hereunder, the payment or return of premiums, and the negotiation and acceptance of endorsements.

**17. Amendment, Assignment and Headings:**

**17.1** Any amendment to this Policy or assignment of an interest in this Policy, in whole or in part, shall be effective only if made by endorsement to this Policy signed by an authorized representative of the Insurer.

**17.2** The headings to the provisions in this Policy, including those found in any endorsements attached hereto, are provided for convenience only and do not affect the construction hereof.

**18. Territory:** This Policy applies to **Wrongful Acts** occurring anywhere in the world, provided that a **Claim** is brought against the **Insured** within the United States of America, its territories or possessions or Canada.

**19. Spousal Benefit:** If a **Claim** against an **Insured Person** for a **Wrongful Act** otherwise covered under this Policy includes a claim against his/her legal spouse where the claimant asserts such claim by reason of spousal status or seeks to obtain recovery against property in which such spouse has an interest, the amount which such spouse becomes legally obligated to pay in respect of such **Claim** (including defense costs) shall be deemed the **Loss** and **Defense Costs** of such **Insured Person**, and subject to this Policy's terms, conditions, and exclusions. In any event, this extension shall not cover any conduct or wrongful act committed by such legal spouse.

**20. Estates and Legal Representatives:** In the event of the death, incapacity, or bankruptcy of an **Insured Person**, any **Claim** made against the estate, legal representatives, heirs, or the assigns of such **Insured Person** for a **Wrongful Act** by such **Insured Person** shall be deemed to be a **Claim** against such **Insured Person**.

**21. Termination:**

**21.1** The Insurer may not cancel this Policy except for non-payment of premium when due. Such cancellation shall be effective as of the inception date of the **Policy Period**.

**21.2** The **Parent Organization** may cancel this Policy by sending notice of cancellation to the Insurer. Such cancellation shall be effective on the date the Insurer receives such notice. The **Parent Organization** may not cancel this Policy in anticipation of or after the effective date of a **Change in Control**. In the event the **Parent Organization** cancels this Policy, the Insurer shall retain the customary short rate premium. Payment of any unearned premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation but such payment shall be made as soon as practicable.

**21.3** If the Insurer elects not to renew this Policy, the Insurer shall provide the **Parent Organization** with not less than sixty (60) days advance notice thereof.

**22. Action Against Insurer:**

- 22.1** No action shall be taken against the Insurer unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this Policy, or the amount of the **Insureds'** obligation to pay shall have been finally determined either by judgment against the **Insureds** after actual trial, or by written agreement of the **Insureds**, the claimant and the Insurer.
- 22.2** No person or organization shall have the right under this Policy to join the Insurer as a party to any action against the **Insureds**, nor shall the Insurer be impleaded by the **Insureds** or their legal representatives.

**23. Definitions:**

**23.1** "**Application**" means all signed applications, including attachments and materials submitted therewith or as a part thereof, or incorporated therein, for this Policy and for any policy in an uninterrupted series of policies issued by the Insurer of which this Policy is a direct or indirect renewal or replacement. All such applications, attachments, and materials are deemed attached to and incorporated into this Policy.

**23.2** "**Change in Control**" means:

- (a) the acquisition by another entity of voting rights resulting in voting control by such other entity of more than 50% of the outstanding voting rights representing the present right to vote for election of directors or equivalent positions of the **Parent Organization**;
- (b) the merger of the **Parent Organization** into another entity such that the **Parent Organization** is not the surviving entity, or the consolidation of the **Parent Organization** with another entity; or
- (c) the loss of the **Parent Organization's** not-for-profit tax status.

**23.3** "**Claim**" means:

- (a) a written demand for monetary or non-monetary relief against an **Insured**;
- (b) the commencement of a civil or criminal judicial proceeding or arbitration against an **Insured**; or
- (c) the commencement of a formal criminal, administrative or regulatory proceeding or investigation against an **Insured**, including any brought before the Equal Employment Opportunity Commission or any similar state, local or territorial governmental agency ;

including any appeal therefrom. A **Claim** will be deemed first made on the date an **Insured** receives a written demand, complaint, indictment, notice of charges, or order of formal investigation.

**23.4** "**Defense Costs**" means reasonable and necessary fees (including attorneys' fees and experts' fees) and expenses incurred in the defense of a **Claim** and cost of attachment or

similar bonds, but shall not include the wages, salaries, benefits or expenses of any directors, officers or employees of the **Insured Organization**.

**23.5 "Discovery Period"** means the period of time set forth in Section 13.

**23.6 "Employment Practices Wrongful Act"** means:

- (a) wrongful dismissal or discharge or termination of employment, whether actual or constructive;
- (b) discrimination, whether based upon race, sex, age, national origin, religion, sexual orientation or disability;
- (d) sexual or other harassment in the workplace;
- (e) employment related misrepresentation;
- (f) violation of employment laws;
- (g) wrongful failure to employ, promote or grant tenure;
- (h) wrongful discipline;
- (i) negligent evaluation;
- (j) retaliation; and/or
- (k) failure to provide adequate workplace or employment policies or procedures.

Solely with respect to any **Claim** brought by or on behalf of any **Third Party, Employment Practices Wrongful Act** means any actual or alleged, discrimination, sexual harassment or violation of such **Third Party's** civil rights in relation to such discrimination or sexual harassment, whether direct, indirect, or unintentional, committed by an **Insured Person** in his/her capacity as an **Insured Person** or by the **Insured Organization**.

**23.7 "Executive Officer"** means the president, chief executive officer, chief operating officer, chief financial officer, managing director, any executive vice president and any equivalent executive position of the **Insured Organization**.

**23.8 "Fungi"** means any form of fungus, including but not limited to yeast, mold, mildew, rust, smut or mushroom, and any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of fungi.

**23.9 "Insolvency"** means the status of the **Insured Organization** as a result of the appointment of any receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage, or liquidate the **Insured Organization**, or the **Insured Organization** becoming an insolvent debtor-in-possession.

- 23.10 "Insured(s)"** means the **Insured Persons** and the **Insured Organization**.
- 23.11 "Insured Organization"** means any entity named in Item I of the Declarations and any **Subsidiary**, including any such entity operating as a debtor-in-possession.
- 23.12 "Insured Person(s)"** means one or more natural persons who were, now are, or shall hereafter be duly elected or appointed directors, trustees, officers, employees, committee members or volunteers of the **Insured Organization**, or, with respect to a **Subsidiary** operating outside the United States, their functional equivalent, regardless of title.
- 23.13 "Interrelated Wrongful Acts"** means **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of causally connected facts, circumstances, situations, events, transactions, or causes.
- 23.14 "Loss"** means:
- (a) sums which the **Insureds** are legally obligated to pay solely as a result of any **Claim** insured by this Policy, including damages, judgments, settlement amounts, legal fees and costs awarded pursuant to judgments, punitive or exemplary damages, and the multiple portion of any multiplied damage award; and
  - (b) any excise tax equal to ten percent (10%) of an excess benefit which has been assessed by the Internal Revenue Service against any **Insured Person** pursuant to Section 4658 of the Internal Revenue Code for participation of an organization manager in an excess benefit transaction.
- Loss** shall not include any other taxes, fines, penalties, or matters uninsurable pursuant to any applicable law.
- 23.15 "Microbes"** means any non-fungal microorganisms or non-fungal colony-form organisms that causes infection or disease including but not limited to any spores, mycotoxins, odors or any other substances, products, or by products produced by, released by, or arising out of the current or past presence of microbes.
- 23.16 "Parent Organization"** means the **Insured Organization** first named in Item I of the Declarations.
- 23.17 "Policy Period"** means the period from the inception date set forth in Item II of the Declarations to the expiration date set forth in Item II of the Declarations, or its earlier termination pursuant to Section 21.
- 23.18 "Policy Year"** means the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the **Policy Period**; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period.
- 23.19 "Pollutants"** means any substance exhibiting hazardous characteristics as is or may be identified on any list of hazardous substances issued by the United States Environmental Protection Agency, or any state, local, or foreign counterpart. This definition shall include, without limitation, any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil products,

radiation, asbestos or asbestos-containing products, waste (including material to be recycled, reconditioned or reclaimed), and any electric, magnetic or electromagnetic field of any frequency, as well as any air emission, waste water, infectious medical waste, nuclear materials, or nuclear waste.

**23.20 "Subsidiary"** means any entity which qualifies as a not-for-profit organization under the Internal Revenue Code and for which the **Parent Organization** has or controls the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity if such right exists:

- (a) prior to inception date of the **Policy Period**;
- (b) after the inception date of the **Policy Period** and the assets of such entity do not exceed thirty-five percent (35%) of the total consolidated assets of the **Insured Organization** as reflected in the **Parent Organization's** most recent audited consolidated financial statement; or
- (c) after the inception date of the **Policy Period** and the assets of such entity exceed thirty-five percent (35%) of the total consolidated assets of the **Insured Organization** as reflected in the **Parent Organization's** most recent audited consolidated financial statement but only upon the condition that the **Parent Organization**:
  - (i) give written notice of such transaction to the Insurer within 90 days after the effective date of such transaction;
  - (i) provide the Insurer with such information as the Insurer may require; and
  - (ii) pay any additional premium required by the Insurer.

**23.21 "Third Party"** means any natural person who is an active or current customer, supplier, vendor, applicant, business invitee or other client of the **Insured Organization**.

**23.22 "Wrongful Act"** means:

- (a) any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty, or **Employment Practices Wrongful Act** committed or attempted by the **Insured Persons** in their capacities as such or by the **Insured Organization**; or
- (b) any matter claimed against the **Insured Persons** solely by reason of their status as **Insured Persons**.

**23.23 "Outside Entity"** means any not-for-profit organization that qualifies as such under Section 501(c) of the Internal Revenue Code of 1986 (as amended).

**23.24 "Outside Position"** means the position of director, officer, trustee, or other equivalent position held by an **Insured Person** in any **Outside Entity**, if service in such position is with the knowledge and express consent or at the express request of the **Insured Organization**.

#### **24. Outside Position Liability:**


- 24.1** This Policy, subject to its terms, conditions, and exclusions, covers any **Insured Person** serving in an **Outside Position**. Such coverage shall be specifically excess of any: (i) indemnification provided by the **Outside Entity** in which the **Insured Person** serves in such **Outside Position**; and (ii) insurance available from or provided by such **Outside Entity**, regardless of whether or not such other insurance policy is written specifically excess of this Policy or refers to this Policy's policy number.
- 24.2** Payment by the Insurer or any member company of the Liberty Mutual Group under another insurance policy as a result of a **Claim** against an **Insured Person** in an **Outside Position** shall reduce, by the amount of such payment, the Insurer's Limit of Liability under this Policy.
- 24.3** Coverage under this Section 2 shall not apply to any **Claim** that is brought or maintained with the solicitation, assistance or participation of the **Outside Entity** in which an **Insured Person** serves in an **Outside Position** or any director, officer, trustee, regent, governor or employee of such **Outside Entity**.
- 24.4** Nothing in this Section 24 shall be construed to extend coverage under this Policy to the **Outside Entity** in which such **Insured Person** serves in such **Outside Position**, or to the other directors, officers, or employees of such **Outside Entity**.

In Witness Whereof, the Insurer has caused this Policy to be executed and attested, but this Policy shall not be valid unless countersigned on the Declarations Page by a duly authorized agent of the Insurer.



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PRESIDENT  
Christopher L. Peirce



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SECRETARY  
Dexter R. Legg



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**LIBERTY INSURANCE UNDERWRITERS INC.**

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

**ENDORSEMENT NO. 1**

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**Effective Date: July 1, 2014**

**Policy Number: DOCH217352-214**

**Issued To: Terravita Country Club**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**APPLICATION OF RETENTION TO DEFENSE COST**

It is agreed that Section 23.14 (a) of the Policy is deleted and replaced as follows:

- 23.14 (a)** sums which the **Insureds** are legally obligated to pay solely as a result of any **Claim** insured by this Policy, including **Defense Costs**, damages, judgments, settlement amounts, legal fees and costs awarded pursuant to judgments, punitive or exemplary damages, and the multiple portion of any multiplied damage award; and

It is further agreed that for such **Claims**, Section 10 is deleted and replaced with the following:

- 10. Retention:** The Insurer shall be liable to pay only the amount of covered **Loss** in excess of the applicable Retention amount set forth in Item IV of the Declarations. Such applicable Retention shall be uninsured, shall be applicable to **Defense Costs** and shall be borne by the **Insured Organization**. However, if an **Insured Person** is not indemnified for **Loss** solely by reason of the **Insured Organization's** financial insolvency or because indemnification is not legally permissible, an **Insured Person's** Retention shall be \$0. This change in Retention shall not affect any other terms or conditions of this Policy.

All other exclusions, conditions and limitations remain unchanged.



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## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

### ENDORSEMENT NO. 2

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**Effective Date: July 1, 2014**

**Policy Number: DOCH217352-214**

**Issued To: Terravita Country Club**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### ARIZONA ENDORSEMENT

As used in this Policy endorsement the terms "the Insurer", "we", "our" and "us" refer to Liberty Insurance Underwriters Inc. The term "Named Insured", "you" and "your" refer to the "Parent Organization" or "Named Real Estate Investment Trust" as shown on the Declarations Page of this Policy.

Irrespective of any other term or condition within the Policy, the Policy is hereby amended by the following:

##### **A. Cancellation**

We may cancel this Policy only for non-payment of premium by mailing to the Named Insured written notice of cancellation at least 10 days prior to the effective date of the cancellation.

We will mail notices of cancellation to the Named Insured at the mailing address we have on record.

You may cancel this Policy by mailing notice to us stating when the cancellation will be effective. You may not, however, cancel this Policy in anticipation of, or after the effective date of, a **Change In Control**.

##### **B. Non-renewal**

If we decide not to renew this Policy, we will mail you notice of this decision at least 60 days before the Policy expires.

All other exclusions, conditions and limitations



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**LIBERTY INSURANCE UNDERWRITERS INC.**

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

**ENDORSEMENT NO. 3**

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**Effective Date: July 1, 2014**

**Policy Number: DOCH217352-214**

**Issued To: Terravita Country Club**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**STATE AMENDATORY INCONSISTENCY ENDORSEMENT**

In consideration of the premium charged, it is hereby understood and agreed:

In the event that there is an inconsistency between the terms and conditions of a state amendatory endorsement attached to this policy and any term or condition of this policy, then it is agreed that, where permitted by law, the Underwriter shall apply those terms and conditions of either the state amendatory endorsement or the policy which are more favorable to the Insured.

All other terms, conditions, and exclusions of this Policy remain unchanged.





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## LIBERTY INSURANCE UNDERWRITERS INC.

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

### ENDORSEMENT NO. 4

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**Effective Date: July 1, 2014**

**Policy Number: DOCH217352-214**

**Issued To: Terravita Country Club**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

#### CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the above captioned policy.

##### **A. Cap On Certified Terrorism Losses**

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

##### **B. Application Of Exclusions**

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



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**LIBERTY INSURANCE UNDERWRITERS INC.**

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

**ENDORSEMENT NO. 5**

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**Effective Date: July 1, 2014**

**Policy Number: DOCH217352-214**

**Issued To: Terravita Country Club**

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**DISCLOSURE-TERRORISM RISK INSURANCE ACT**

**THIS ENDORSEMENT IS MADE PART OF YOUR POLICY PURSUANT TO THE TERRORISM RISK INSURANCE ACT.**

In accordance with the Terrorism Risk Insurance Act, including all amendments, ("TRIA" or the "Act"), we are required to provide you with a notice of the portion of your premium attributable to coverage for "certified acts of terrorism," the federal share of payment of losses from such acts, and the limitation or "cap" on our liability under the Act.

**Disclosure of Premium**

The Company has made available coverage for "certified acts of terrorism" as defined in the Act. If purchased, the portion of your premium attributable to coverage for "certified acts of terrorism" is shown in the Declarations, Declarations Extension Schedule or elsewhere by endorsement in your policy.

**Federal Participation In Payment Of Terrorism Losses**

If an individual insurer's losses exceed a deductible amount specified in the Act, the federal government will reimburse the insurer for 85% of losses paid in excess of the deductible, provided that aggregate industry losses from a "certified act of terrorism" exceed \$100 million.

**Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to "certified acts of terrorism" exceed \$100 billion in a calendar year and we have met our deductible under the Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. Nor shall Treasury make any payment for any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.



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**LIBERTY INSURANCE UNDERWRITERS INC.**

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

**ENDORSEMENT NO. 6**

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**Effective Date: July 1, 2014**

**Policy Number: DOCH217352-214**

**Issued To: Terravita Country Club**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SUB-RETENTION ENDORSEMENT**

It is agreed that Item IV of the Declarations Page is hereby amended by the addition of the following:

ITEM IV.      RETENTION:                      \$25,000 in the aggregate each **Claim**

It is further agreed that the Retention provided under this endorsement shall only apply as respects to:

Employment Practices Liability

All other terms, conditions, and exclusions of this Policy remain unchanged.



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**LIBERTY INSURANCE UNDERWRITERS INC.**

(A Stock Insurance Company, hereinafter the "[Insurer/Company]")

**ENDORSEMENT NO. 7**

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**Effective Date: July 1, 2014**

**Policy Number: DOCH217352-214**

**Issued To: Terravita Country Club**

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Prior and Pending Litigation Exclusion on Excess Limit of Liability**

With respect to the Limit of Liability \$2,000,000 excess of \$2,000,000, it is agreed that such portion of this Policy does not apply to any **Claim** made against an **Insured** based upon, arising from, or in any way related to:

- 1) any prior and/or pending civil or criminal proceeding initiated against any **Insured** as of 7/1/2014; or
- 2) any **Wrongful Act(s)** or any fact, circumstance, situation, transaction, casualty, event or decision underlying or alleged in such proceeding, regardless of the legal theory upon which such **Claim** is predicated.

All other terms, conditions, and exclusions of this Policy remain unchanged

**IMPORTANT NOTICE REGARDING THE EXPIRATION OF THE TERRORISM RISK  
INSURANCE ACT  
PLEASE READ THIS NOTICE CAREFULLY**

This is to notify you of a reduction in coverage for terrorism losses under your policy if the Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act") expires on December 31, 2014.

TRIA establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. TRIA requires insurers to offer coverage for losses resulting from "certified acts of terrorism" that could otherwise be excluded and to specify the premium for this coverage. You have the option to accept or reject this coverage.

A "certified act of terrorism" means an[y] act that is certified by the Secretary [of the Treasury], in concurrence with the Secretary of State, and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to –
  - a. human life;
  - b. property; or
  - c. infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of –
  - a. an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
  - b. the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

TRIA is set to expire on December 31, 2014. Congress may extend TRIA without modification, not extend TRIA, or may extend TRIA with modifications that increase the insurer deductible, decrease the government's share of losses, redefine terrorism, or require insurers to offer terrorism coverage on terms that differ from those applicable to other types of events or occurrences. If TRIA expires, the federal government will no longer "certify" acts of terrorism or reimburse losses caused by "certified acts of terrorism" after December 31, 2014.

Currently, we provide TRIA coverage to you at no charge. Given the uncertainty of TRIA after December 31, 2014, we are providing you with this notice that:

- If the TRIA is extended under different terms and conditions, "certified acts of terrorism" coverage will be subject to those terms and conditions.
- If TRIA is not extended or is modified to exclude D&O as a covered line, the underwriting position for these policies is that we will not offer any terrorism coverage. The TRIA forms attached to the policy are void upon TRIA's expiration.

# **EXHIBIT B**

Additional documents provided  
via email on 10/25/2017.

Attachment 2  
as referenced in 10/25/2017 email

# LIBERTY INSURANCE UNDERWRITERS INC.

55 Water Street, 18<sup>th</sup> Floor

New York, New York 10041

(A Stock Insurance Company hereinafter "the Insurer")

Liberty Insurance Underwriters Inc.'s toll free number is: 800-677-9163

## NONPROFIT EXECUTIVE ADVANTAGE POLICY

### DECLARATIONS

**NOTICE: THIS IS A CLAIMS-MADE POLICY. THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED DURING THE POLICY PERIOD OR DISCOVERY PERIOD, IF APPLICABLE, AND REPORTED TO THE INSURER AS SOON AS PRACTICABLE BUT IN NO EVENT LATER THAN 90 DAYS AFTER THE END OF THE POLICY PERIOD. PLEASE READ THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

**UNLESS AMENDED BY ENDORSEMENT, AMOUNTS INCURRED AS DEFENSE COSTS SHALL BE IN ADDITION TO THE LIMIT OF LIABILITY AND SHALL NOT BE APPLIED AGAINST THE APPLICABLE RETENTION.**

**THE INSURER HAS THE DUTY TO DEFEND.**

**POLICY NUMBER: DOCH217352-214**

**PRODUCER: CRC Insurance Services, Inc.**

**RENEWAL OF: DOCH217352-213**

**ITEM I. NAME AND ADDRESS OF PARENT ORGANIZATION:**

**Terravita Country Club  
34522 N. Scottsdale Rd.  
Scottsdale, AZ 85266**

**ITEM II. POLICY PERIOD:** Inception Date: July 1, 2014 Expiration Date: July 1, 2015  
(12:01 A.M. at the address set forth in Item I)

**ITEM III. LIMIT OF LIABILITY:** \$4,000,000 in the aggregate for the Policy Year

**ITEM IV. RETENTION:** \$5,000 D&O in the aggregate each Claim

**ITEM V. PRIOR LITIGATION DATE:** July 1, 2004

**ITEM VI. PREMIUM:** \$11,595  
**TRIA PREMIUM:** \$ 0

**ITEM VII. ENDORSEMENTS FORMING PART OF THIS POLICY AT ISSUANCE: 7**

This Declarations page, together with the Application, the attached Nonprofit Executive Advantage Policy Form, and all endorsements thereto, shall constitute the contract between the Insurer and the Insureds. This Policy is valid only if signed below by a duly authorized representative of the Insurer.

  
\_\_\_\_\_  
Authorized Representative

Attachment 3  
as referenced in 10/25/2017 email

**Scottscom Insurance Services, CA License #0B1806:**

7900 E. Thompson Peak Parkway  
 Suite #103  
 Scottsdale, AZ 85255-7400  
 480.860.6453

# Invoice

|                       |                                      |
|-----------------------|--------------------------------------|
| <b>Client</b>         | Terravita Country Club, Inc.<br>1637 |
| <b>Date</b>           | 07/02/2014                           |
| <b>Client Service</b> | Karen Townshend                      |
| <b>Page</b>           | 1 of 1                               |

**Terravita Country Club, Inc.**  
 34522 N. Scottsdale Rd.  
 Scottsdale, AZ 85262

| Payment Information                  |                |
|--------------------------------------|----------------|
| <b>Invoice Summary</b>               | 11,945.00      |
| <b>Payment Amount</b>                |                |
| <b>Payment for:</b><br>DOCH217352214 | Invoice #37941 |

Thank you

Please detach and return with payment

Client: Terravita Country Club, Inc.

| Invoice | Effective  | Transaction  | Description   | Amount              |
|---------|------------|--------------|---|---------------------|
| 37941   | 07/01/2014 | Renew policy | Policy #DOCH217352214<br>07/01/2014-07/01/2015<br>Liberty Ins. Underwriters Inc.<br>D&O-Entity - 14-15 D&O - Liberty<br>Brkg/Ins co policy fee<br><br><i>1600-00</i><br><i>RS</i><br><i>[Signature]</i> | 11,595.00<br>350.00 |

|              |           |
|--------------|-----------|
| <b>Total</b> | 11,945.00 |
|--------------|-----------|

Thank you

17551



037941 N/A

Jul 02/14 11,945.00 0.00 11,945.00

Attachment 4  
as referenced in 10/25/2017 email



**Liberty**<sup>™</sup>  
**International  
Underwriters**

Emily A. Sacchetti  
Liberty International Underwriters  
55 Water Street, 18th Floor  
New York, NY 10041  
Telephone: (212) 208-4287  
Fax: (212) 898-4392  
emily.sacchetti@libertyiu.com

November 19, 2014

Tom Forbes  
Terravita Country Club  
34522 N. Scottsdale Road  
Scottsdale, AZ 85266

|                |                                      |
|----------------|--------------------------------------|
| Re:            | Nonprofit Executive Advantage Policy |
| Insured:       | Terravita Country Club               |
| Insurer:       | Liberty Insurance Underwriters Inc.  |
| Policy No:     | DOCH217352-213                       |
| Policy Period: | July 1, 2013 to July 1, 2014         |
| Policy Limit:  | \$2,000,000                          |
| Retention:     | \$5,000                              |
| File:          | Ralph Bianco, et al.                 |
| File #:        | CHISPC000071922                      |

Dear Mr. Forbes:

We have received a copy of a complaint filed in the matter styled Ralph Bianco, et al. v. Terravita Country Club, Inc., et al. filed in the Superior Court of the County of Maricopa, Arizona (the "Complaint"). The Complaint has been submitted for coverage under the above-referenced Nonprofit Executive Advantage Policy (the "Policy") issued to Terravita Country Club ("TCC" or the "Company" or the "**Insured Organization**") by Liberty Insurance Underwriters Inc. ("Liberty"). Liberty's preliminary coverage position for this matter is summarized below. Please note that the terms in bold in this letter correspond to their definitions set forth in the Policy. We ask that you please forward a copy of this letter to each **Insured** as soon as possible. If you are unable to do this, please advise us immediately.

We have now reviewed and considered the provisions of the Policy in light of the allegations contained in the Complaint. Liberty recognizes that the allegations are entirely unsubstantiated and nothing contained in this letter is intended to imply that Liberty believes that the allegations

have any factual or legal merit whatsoever. Nevertheless, we are only able to make a preliminary review of this matter and must fully reserve all rights under the Policy, at law and equity at this time, as set forth in more detail below.

### The Complaint

Plaintiffs Ralph Bianco, Wayne Holsinger and Gary Nelson, members of the Terravita Country Club, have filed an Amended Complaint against TCC and Terravita Community Association (“TCA”) regarding TCC’s purported consideration of a plan to install pickle ball courts on property it owns. Plaintiffs argue that the pickle ball courts violate the Covenants, Conditions and Restrictions for Terravita and that they are not consistent with deed restrictions and zoning regulations regarding noise and nuisance. The Amended Complaint causes of action for: Breach of Contract against TCA; Breach of Contract against TCC; Breach of Duty of Good Faith and Fair Dealing against TCA; Breach of Duty against TCA and TCC; Violation of Statute against TCC; Declaratory Relief; and Injunctive Relief. The original Complaint named seven TCC board members who were later voluntarily dismissed with prejudice.

### The Policy

Consistent with its terms and conditions, the Policy provides that Liberty will pay on behalf of the **Insureds** all **Loss** that they shall become legally obligated to pay as a result of a **Claim** first made during the **Policy Period** or **Discovery Period**, if applicable, against the **Insureds** for a **Wrongful Act** which takes place before or during the **Policy Period**.

The Policy has a **Policy Period** of July 1, 2013 to July 1, 2014 and a **Limit of Liability** of \$2,000,000 in the aggregate for the **Policy Year**. There is a \$5,000 Retention in the aggregate each **Claim** and a \$25,000 Retention applicable to each Employment Practices Liability **Claim** pursuant to Item IV of the Declarations, as amended by Endorsement No. 2, and other applicable terms and conditions of the Policy. **Defense Costs** do not erode the **Limit of Liability** but are applied against the Retention.

It shall be the right and duty of the Insurer to defend any **Claim**. [Policy at 2.1] The **Insureds** shall not incur any **Defense Costs**, admit to any liability, assume any obligation, agree to any settlement, or make any settlement offer with respect to any **Claim** without the Insurer’s prior written consent, which shall not be unreasonably withheld. The Insurer shall not be liable for any **Defense Costs** incurred or any admissions, obligations, agreement or settlements made by the **Insureds** with out the Insurer’s prior written consent. [Policy at 2.2]

As previously advised, Liberty consents to the **Insured’s** retention of Carpenter Hazelwood Delgado & Bolen, PLC to represent them in this matter at rates of \$225 per hour for partners and \$200 per hour for associates. We ask that counsel be directed to keep us apprised of the status of this matter. Additionally, please provide copies of all legal bills for this matter.

### Coverage Analysis

Exclusion 4.3 of the Policy excludes coverage for any **Claim** based upon, arising from or in any way related to any error, misstatement, misleading statement, act omission, neglect or breach of duty which has been reported or has been the subject of any notice under any insurance policy of

which this Policy is a renewal or replacement or under any other policy which it may succeed in time. Accordingly, Liberty reserves rights with respect to the above referenced provision. Please advise whether any other carrier(s) have been notified of this **Claim**.

Exclusion 4.7 **Claim** based upon, arising from or in any way related to the actual, alleged, or threatened discharge, dispersal, release or escape of **Pollutants, Fungi or Microbes**, or any direction, request or voluntary decision to test for, abate, monitor, clean up, remove, contain, treat, detoxify, or neutralize **Pollutants, Fungi or Microbes**. The Policy defines **Pollutants** to include “smoke, vapor, soot, fumes, acids, alkalis, chemicals, odors, noise, lead, oil or oil products...” Plaintiffs allege that the pickle ball courts would cause noise and nuisance not consistent with deed restrictions and zoning regulations. Accordingly, Liberty reserves its rights to deny coverage for this matter should it be determined that Exclusion 4.7 applies.

Exclusion 5.2 provides that the Insurer shall not be liable to pay any **Loss** in connection with any **Claim**:

for any actual or alleged liability of any **Insured** under any contract or agreement, express or implied, written or oral, except for employment related obligations which would have attached absent such contract or agreement.

Liberty reserves its rights with respected to the provisions listed above.

Section 11 of the Policy requires Liberty and the **Insureds** to allocate between covered **Loss** and uncovered loss. Please also note that the Policy’s applicable Retention only applies to allocated or covered **Loss**.

Section 12 provides that the Policy shall only apply as excess over any other valid and collectible insurance. Please advise the undersigned whether the **Insureds** have any other insurance available for this matter and whether any other carrier(s) have been notified.

Additionally, in the Insured’s June 27, 2013 Application for Nonprofit Executive Advantage Policy which was relied upon by LIUI’s underwriters in issuing the Policy, the Insured responded “No” to the following question:

“14. Does anyone for whom insurance is sought have any knowledge or information of any act, error, omission, fact or circumstance which may give rise to a Claim which may fall within the scope of the proposed insurance?”

The Application further provides “If a policy is issued, this Application and its attachments shall be the basis of such policy and shall be deemed attached to and shall form part of such policy. The undersigned, on behalf of all prospective Insureds, declares that the statements in this Application and its attachments are true and accurate. If there are material changes to any statements in this Application or its attachments prior to the inception date of the policy, the undersigned shall immediately notify the Insurer of such changes.”

In Paragraph 60 of the Amended Complaint, plaintiffs allege that on February 2, 2012, Rena Young sent an e-mail to Linda Francis, a member of TCC’s Board of Directors, expressing disapproval of pickle ball on existing tennis courts and the noise impact on her home. Please

provide a copy of this correspondence and any other correspondence received regarding this matter prior to the filing of suit.

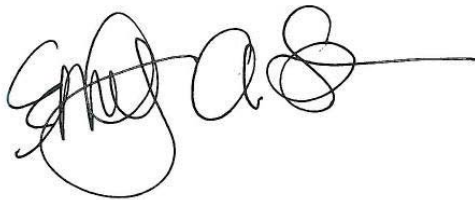
LIUI reserves all of its rights and defenses under the Policy, at law and in equity regarding any non-disclosure in the application. We reserve LIUI's rights to the extent the Insured was on notice of this matter prior to the issuance of the Policy.

Reservation of Rights

Liberty expressly reserves all rights and defenses under the Policy and at law including the rights to deny coverage on any of the foregoing bases and to deny coverage on additional and alternative bases as other terms, conditions, exclusions, endorsements of the Policy, including matters contained in any **Application**, are found to apply. Liberty's position with respect to coverage for this matter is based on a review of the allegations and currently known facts.

Please feel free to contact the undersigned should you have any questions or comments regarding the foregoing.

Very truly yours,

A handwritten signature in black ink, appearing to read "EMSA", with a long horizontal line extending to the right.

Emily A. Sacchetti  
Specialty Casualty Claims  
Liberty International Underwriters

cc: Todd Weber/Liberty International Underwriters

Chad Mutchler (CMutchler@crcins.com)  
Claims Coordinator  
CRC Insurance Services

Attachment 5  
as referenced in 10/25/2017 email



10/1DEDUCT N/A

Oct 02/14

5,000.00

0.00

5,000.00

17871

Oct 16/14

017871

CARPH - CARPENTER HAZLEWOOD, PLC

0.00

8,130.00

*2/3/14  
Refer to Bonus*

# **EXHIBIT C**

## Allison Preston

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**From:** Josh Bolen  
**Sent:** Wednesday, July 19, 2017 1:54 PM  
**To:** william brown  
**Cc:** Theresa Laubenthal; Anjali Patel  
**Subject:** RE: Records Request

Mr. Brown,

The records have already been mailed, but of course TCC kept copies of what was mailed to you, so if you would still like to designate someone in writing to me and have that person pick them up you still can. You will then have two sets.

Also, the mailed packet includes the \$500.00 reimbursement check.

Please let me know if you have any questions or concerns. Hope you are well.

Sincerely,



**CARPENTER HAZLEWOOD**

**Josh Bolen, Esq.**

Direct Line: 480-427-2862

[josh.bolen@carpenterhazlewood.com](mailto:josh.bolen@carpenterhazlewood.com)

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Tucson, 520-744-9480, 333 North Wilmot Rd, Suite 180, Tucson, Arizona 85711

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This firm is a debt collector. Any information obtained will be used for that purpose.

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**From:** william brown [mailto:wmbbs-pp@msn.com]

**Sent:** Wednesday, July 19, 2017 12:34 PM

**To:** Josh Bolen

**Subject:** Fw: Records Request

Counsel:

Upon returning to Terravita moments ago, received TCC's message that my July 29, 2016 records request is available for pick-up with certain conditions or will be mailed after 11:30 AM...might most reasonable persons (homeowners, managers, lawyers and judges) agree that less than two and one-half hours notice is unreasonable, unconscionable, unsustainable and may violate the requester's rights pursuant to statute.

Petitioner was unaware of Moses-Thompson's decision (have not received her decision) until returning to Terravita and finding Gardner's congratulatory message below...perhaps explains TCC's message re the *Bianco* books and records, "...are ready."

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

**From:** [Dan](#)

**To:** [william brown](#)

**Sent:** Wednesday, July 19, 2017 9:52 AM

**Subject:** Re: Fw: 17F-H1716005-REL, WMB vs. TCC, Inc., June 19, 2017, Hearing Audio 573475.DSS

Bill,

I apologize for not getting with you sooner. I understand that the OAH ruled in your favor!

It is official now so I would not expect nor would I want you to keep it a secret that I am at the Department of Real Estate...

I hope you are well.

I do remember seeing an article you sent do my leg account email authored by Ryan Demenna and published by CAI. Is it possible to get a copy of that? I did not get that done before I left the Senate.

Again, I hope you are well. Now when you call ADRE they might claim me!

Dan

TCC would be well-served to leash and muzzle Forbes.

WMB

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

**From:** [Tom Forbes](#)

**To:** ['wmb-s-pp@msn.com'](mailto:wmb-s-pp@msn.com)

**Cc:** [Cici Rausch](#)

**Sent:** Wednesday, July 19, 2017 9:07 AM

**Subject:** Records Request

Mr. Brown,

The records relating to case HO17-16/005 are ready. Since your criminal conviction prohibits you from contacting personnel at the Club or returning to Club property you can authorize a representative, in writing, to pick-up your records or have them mailed to you. If I don't hear from you by 11:30 am today through our attorneys Carpenter, Hazelwood, Delgado and Bolen that you are designating someone to pick-up your records, your records will be mailed to you at that time.

**TOM FORBES**

General Manager

Terravita Country Club

34034 North 69<sup>th</sup> Way | Scottsdale, AZ 85266

Direct 480-437-9285 | Mobile 480-299-9311

[www.terravita.com](http://www.terravita.com)

[tomf@terravita.com](mailto:tomf@terravita.com)

## Allison Preston

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**From:** Josh Bolen  
**Sent:** Wednesday, October 25, 2017 10:46 AM  
**To:** 'william brown'  
**Cc:** Theresa Laubenthal; Allison Preston  
**Subject:** Brown v. TCC et al.  
**Attachments:** 0883\_001.pdf; Policy Page.pdf; 1204\_001.pdf; Terravita Country Club 11.19.14.pdf; Bianco Deductible Payment.pdf; Records Request 07-29-2016 (17F-H1716005-REL, P2).pdf

Mr. Brown,

Pursuant to our October 18, 2017 hearing and Judge's ordered discussion, TCC has the following responses that will hopefully resolve this matter:

1. The first attachment is the original records that were supplied to you on July 18, 2017 by TCC.
2. The second attachment is policy page that was already supplied to you in the first attachment that outlines the premium for TCC's insurance policy that covered the Bianco lawsuit.
3. Per your request at the hearing, the third attachment is the actual payment of the premium.
4. The fourth attachment is the Reservation of Rights letter from Liberty in the Bianco case. TCC did not have a copy of this letter in its records. This law firm obtained a copy of the letter for you.
5. The fifth attachment is the deductible payment that was supplied to you in the first attachment. You inquired about the redacted portion of this record. The redacted portion is the payment amount to Carpenter Hazlewood Delgado and Bolen, LLP for services that did not involve the Bianco lawsuit. The only amount paid in the Bianco lawsuit was this \$5,000.00 deductible – Liberty paid all other payments to this law firm and to the Plaintiffs.

We hope that this response is satisfactory and resolve any issues in this matter regarding the attached records request. If it does, pursuant to the Judge's order, we ask that we stipulate to dismiss this matter with prejudice. If it does not, please let me know why and we will answer any questions or concerns.

Sincerely,



## CARPENTER HAZLEWOOD

**Josh Bolen, Esq.**

Direct Line: 480-427-2862

[josh.bolen@carpenterhazlewood.com](mailto:josh.bolen@carpenterhazlewood.com)

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