



STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LEGAL AFFAIRS

IN THE INVESTIGATION OF:

AGENCY FILE NO. L10-3-1184

**BLUEGREEN CORPORATION, BLUEGREEN
VACATIONS UNLIMITED, INC. and GREAT
VACATION DESTINATIONS, INC.**

RESPONDENTS.

**ASSURANCE OF VOLUNTARY COMPLIANCE FOR BLUEGREEN
CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC.
AND GREAT VACATION DESTINATIONS**

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, Department of Legal Affairs, State of Florida ("Attorney General") has investigated the business practices of BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC. (hereafter alternately referred to as the "RESPONDENTS").

The RESPONDENTS agree to enter into this Assurance of Voluntary Compliance (AVC), without an admission that they have violated the law in order to amicably resolve the Attorney General's investigation of the RESPONDENTS, pursuant to Agency Case No. L10-3-1184 and Section 501.207(6) of the Florida Statutes.

INITIALS _____

The Attorney General, by the signature of her Deputy Attorney General affixed hereto, does hereby accept the instant AVC and in turn terminates the Attorney General's investigation as it concerns the RESPONDENTS by virtue of the authority vested in the Office of the Attorney General, pursuant to Section 501.207(6) of the Florida Statutes.

**I. ATTORNEY GENERAL'S ALLEGATIONS
(WITHOUT ADMISSION OF WRONGDOING OR WRONGFUL INTENT)**

The Respondent, BLUEGREEN CORPORATION, is a Massachusetts corporation which was registered to do business in the State of Florida in or around 1991, and its principal office is located in Boca Raton, Palm Beach County, Florida. BLUEGREEN CORPORATION is engaged in the marketing and sale of timeshare interests, vacation club interests, mini-vacations and timeshare samplers both in Florida and throughout the United States.

The Respondent, BLUEGREEN VACATIONS UNLIMITED, INC., is a Florida corporation registered and established in the State of Florida in or around 1993, and its principal office is located in Boca Raton, Palm Beach County, Florida. BLUEGREEN VACATIONS UNLIMITED, INC. is engaged in the marketing and sale of timeshare interests, vacation club interests, mini-vacations and timeshare samplers both in Florida and throughout the United States.

The Respondent, GREAT VACATION DESTINATIONS, INC., is a Florida corporation registered and established in the State of Florida in or around 2002, and its principal office is located in Boca Raton, Palm Beach County, Florida. GREAT VACATION DESTINATIONS, INC. is engaged in the marketing and sale of mini-vacations samplers both in Florida and throughout the United States.

In or around at least 2008, the Office of the Attorney General for the State of Florida began receiving complaints from consumers regarding the sales and/or marketing practices of each of the Respondent-Companies and/or their third-party vendors of timeshare interests, vacation club interests, mini-vacations and/or timeshare samplers.

The RESPONDENTS deny any wrongdoing and make no admission of any violation of Florida Statute 501, Part II, or any other law, statute or regulation of the State of Florida.

II. NON-MONETARY TERMS AND CONDITIONS

In order to promote customer confidence in the RESPONDENTS' businesses and in recognition of the mission of the Office of the Attorney General to promote and to ensure fair consumer trade practices in the State of Florida, the RESPONDENTS agree to conduct their business in the State of Florida in compliance with the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and further agree to:

- A. set forth clearly, conspicuously and completely at the outset of any and all timeshare and/or vacation club interest offers, all material terms, conditions and obligations upon which receipt and retention of a "free" item are contingent, and as for any written materials, to disclose all of the material terms, conditions and obligations in close conjunction with the offer of the "free" merchandise or service, with respect to offers of "free" or similar merchandise or services, the receipt of which does not require the purchase of a good or service;
- B. accurately represent and clearly and conspicuously disclose all material terms and/or conditions associated with any and all other timeshare and/or vacation club interest promotions, prizes and/or gifts;

- C. continue providing consumers purchasing timeshare property interests with notice of their rescission rights consistent with the Florida Vacation Plans and Timesharing Act, Chapter 721, Part I, Florida Statutes;
- D. continue providing consumers purchasing timeshare property interests with notice of their right to cancel such timeshare interests, consistent with the Florida Vacation Plans and Timesharing Act, Chapter 721, Part I, Florida Statutes, including, but not limited to, the following statement in conspicuous type located immediately prior to the space in the contract reserved for the signature of the purchaser: You may cancel this contract without any penalty or obligation within ten (10) days of your signing this contract. If you decide to cancel this contract, you must notify the seller in writing of your intent to cancel. Your notice of cancellation shall be effective upon the date sent and shall be sent to the seller at ([the seller's] address);
- E. disclose clearly and conspicuously on all lead slips used to obtain contact information of potential customers who will be marketed timeshare and vacation programs that the information requested is for the purpose of marketing timeshare and vacation programs and require that any telemarketing calls made by or on behalf of BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., based upon such lead slips, fall within an exemption to the definition of telephone solicitation calls of the Florida Telemarketing Act as to any lead slips used to obtain information to solicit consumers by telephone;
- F. make no oral or written statements during a timeshare and/or vacation presentation, that a consumer has won a prize or promotion unless the specific consumer was the randomly

selected winner of a valid, lawful sweepstake or other contest for which the sweepstake or contest rules, including the odds of winning, were previously disclosed to the consumer, in a clear and conspicuous manner;

G. make no oral or written statements during a timeshare and/or vacation presentation, that a consumer is entitled to receive a good, service and/or combination of goods and services by attending a vacation or timeshare presentation, unless the consumer will actually receive the described goods, services and/or combination of goods and services at the conclusion of the presentation, absent any further requirements, costs, expenses or obligations to the consumer which were not previously, clearly and conspicuously disclosed to the consumer; and

H. continue its existing policies and procedures of requiring that the RESPONDENTS' third-party telemarketers, call centers and/or any other persons or entities marketing, offering and/or selling the RESPONDENTS' goods and/or services not engage in and/or participate in any manner in any timeshare, vacation club and/or telemarketing activities which operate in violation of any Florida statute.

III. MONETARY TERMS AND CONDITIONS

The Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., agree to pay a total of \$60,000.00 (Sixty Thousand Dollars and Zero Cents) in current and future attorneys' fees, investigative fees and/or costs made payable by cashier's check or other certified funds to the **"Legal Affairs Revolving Trust Fund"** and deliverable at the time upon which an authorized representative of the company affixes his/her signature to this document and returns it to the Office

of the Attorney General.

A. RESOLUTION OF CURRENT CONSUMER COMPLAINTS

The Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., shall further resolve the complaints of each person listed on the spreadsheet attached hereto as "Exhibit A". The individuals set forth on Exhibit A are those who have presented complaints against the RESPONDENTS to various governmental entities, including, but not limited to, the Office of the Attorney General for the State of Florida, and whose complaints remain unresolved. The consumer complaints referenced in Exhibit A total approximately Two Million One Hundred Fifty-Eight Thousand Six Hundred Sixty-Five Dollars and Eighty-Eight Cents (\$2,158,665.88) and are alleged by consumers to be amounts paid to the RESPONDENTS which are believed by consumers to be owed to them by the RESPONDENTS. Each of the referred-to consumer complaints eligible for relief shall be resolved in full within ninety (90) days of the date upon which this document is fully executed by all required Parties.

At the end of the above-referenced 90-day period, the RESPONDENTS agree to present to the Office of the Attorney General a notarized statement attesting to the fact that each of the complaints in Exhibit A which were eligible for relief were resolved and to attach to the notarized statement a revised copy of the same spreadsheet now entitled "Initial AVC Spreadsheet" which has a new entry and/or column next to the name of each consumer which confirms that each consumer complaint listed therein has been resolved and which additionally provides a clear, explanation as to the manner in which each consumer complaint was resolved.

To the extent that the RESPONDENTS have insufficient information upon which to resolve a complaint, counsel for the RESPONDENTS shall promptly, and within the above-stated period(s), notify Assistant Attorney General Carol E. A. DeGraffenreidt so that she may determine if additional information is available to assist the RESPONDENTS in resolving a specific consumer complaint.

B. DEFINITIONS

“Resolved” shall mean full payment of no more than the total amount paid by a complaining consumer to any of the Respondent-Companies and/or their third-party vendors of timeshare interests, vacation club interests, mini-vacations and/or timeshare samplers; partial payment of a consumer’s complaint to the satisfaction of the complaining consumer; charge-backs to a consumer’s credit card of no more than the total amount paid by a complaining consumer to any of the Respondent-Companies and/or their vendors of timeshare interests, vacation club interests, mini-vacations and/or timeshare samplers; and/or any other alternative means of complaint resolution made to and accepted by a consumer in satisfaction of his/her complaint against any named Respondent-Company herein. The Office of the Attorney General retains the right to review any and all alternative means of resolution under this Agreement. If the Office of the Attorney General objects to the alternative means of resolution that was offered to the consumer by the Respondents, the Office of the Attorney General will contact Respondents, in writing, to determine the specific method of alternative means, if the consumer was satisfied and if the complaint was resolved completely. After the aforementioned is determined, if the Office of the Attorney General remains dissatisfied with the resolution, the Office of the Attorney General and the Respondents will negotiate, in good faith, a mutually agreed upon resolution, prior to any

legal action being taken under the terms of this Agreement.

“Complaints” shall include, but not be limited to, written requests for refunds, affidavits, correspondence, requests to cancel memberships and/or any other written communication which constitutes a claim against BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC.

The Parties agree that the RESPONDENTS shall not be responsible for the payment and/or resolution of any consumer complaints, including, but not limited to those listed in Exhibit A or those presented against any of the RESPONDENTS during the Escrow Period referenced below under Paragraph “C. RESOLUTION OF ESCROW PERIOD CONSUMER COMPLAINTS”, which have already been resolved as defined herein; which are time-barred by the Statute of Limitations; and/or who were not customers of BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC. The Parties further agree that the RESPONDENTS shall not be responsible for any payments and/or refunds in excess of the amount actually paid to the RESPONDENTS by a complaining consumer.

C. RESOLUTION OF ESCROW PERIOD CONSUMER COMPLAINTS

The RESPONDENTS shall further place \$75,000.00 (Seventy-Five Thousand Dollars and Zero Cents) in the RESPONDENTS’ attorney’s Escrow Trust Account to be used towards the payment of any additional consumer complaints which are delivered to the RESPONDENTS by the Office of the Attorney General and which are not resolved by any other alternative means of complaint resolution with respect to the instant investigation within thirty (30) days of the date upon which this document is fully executed by all required Parties (“Escrow Period”). The selection of the consumers who ultimately receive refunds out of the Escrow Trust Account shall

be determined by the Office of the Attorney General, after full consideration of any documentation and/or other information provided by the RESPONDENTS in support of any contention that the RESPONDENTS have resolved a particular consumer complaint by an alternative means of complaint resolution

The RESPONDENTS shall provide written notice to the Office of the Attorney General upon deposit of the Escrow Funds into the RESPONDENTS' attorney's Escrow Trust Account.

To the extent that the RESPONDENTS have insufficient information upon which to resolve a complaint, counsel for the RESPONDENTS shall promptly, and within the above-stated period(s), notify Assistant Attorney General Carol E. A. DeGraffenreidt so that she may determine if additional information is available to assist the RESPONDENTS in resolving a specific consumer complaint.

The Office of the Attorney General shall deliver to the RESPONDENTS any and all new complaints about which it becomes aware within the above-referenced thirty-day Escrow Period, and the RESPONDENTS shall ensure that all complaints received are resolved within sixty (60) days of the RESPONDENTS' receipt of a complaint during the thirty-day Escrow Period (i.e., thirty (30) days within which to receive the complaints and thirty (30) days thereafter within which to resolve all of the complaints received within the thirty-day period).

Within ninety (90) days of the expiration of the above-referenced thirty-day Escrow Period, the RESPONDENTS agree to deliver to the Office of the Attorney General a notarized statement attesting to the fact that any and all new complaints delivered to the RESPONDENTS by the Office of the Attorney General within the thirty-day Escrow Period were resolved and to attach to the notarized statement a new spreadsheet entitled "Escrow Spreadsheet" which reflects the

name and contact information of each consumer whose complaint was delivered to the RESPONDENTS by the Office of the Attorney General within the Escrow Period, the monetary amount of the consumer's complaint and a clear explanation as to the manner in which each consumer complaint was resolved by the RESPONDENTS (i.e., sixty (60) days within which to resolve the complaints and thirty (30) days thereafter within which to prepare the required notarized statement).

Following receipt of said notarized statement, the escrow holder shall deliver to the Respondents and the Office of the Attorney General written email notice of intent to deliver the Escrow Funds not allocated to consumer complaints resolution to Bluegreen Corporation upon expiration of five (5) days following the date of such notice and shall then do so, absent receipt by the escrow holder of written email objection by any party to this AVC prior to expiration of such five (5) days.

D. RESOLUTION OF POST-ESCROW CONSUMER COMPLAINTS

For a period of one year following the expiration of the above-referenced 60-day Escrow Period and/or after the Escrow Funds are distributed and/or released, whichever occurs last, the RESPONDENTS agree to designate and to name an employee who shall be known as the "Consumer Affairs Manager" who shall be responsible for resolving all new/future consumer complaints about which the Office of the Attorney General becomes aware and delivers to the relevant Respondent-Company. The Consumer Affairs Manager shall be available by telephone between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, and shall assist consumers with reaching and speaking to a Customer Service Representative at each Respondent-Company who will further assist consumers with the resolution of their complaints.

The Office of the Attorney General shall deliver copies of all new/future consumer

complaints to the Consumer Affairs Manager, and the RESPONDENTS shall thereafter respond to the respective consumer's complaint within twenty (20) business days of the Consumer Affairs Manager's receipt of a consumer complaint from the Office of the Attorney General.

New/future consumer complaints shall include "[c]omplaints", as previously described above, that the Office of the Attorney General receives which refer to any of the named Respondent-Companies herein; any address(es) connected to any of the Respondent-Companies named herein; and/or any websites/web pages used by any of the named Respondent-Companies herein to conduct business.

The RESPONDENTS finally agree to maintain adequate customer service personnel after the one-year period to examine, address and resolve all complaints which are forwarded to them by the Office of the Attorney General after the one-year period which relate in any manner to the the RESPONDENTS' marketing and sale of timeshare interests, vacation club interests, mini-vacations and timeshare samplers in Florida in an expeditious manner.

The RESPONDENTS represent that since they became aware of this Office's investigation, on or about October 4, 2010, and in accordance with the RESPONDENTS' standard policies, the RESPONDENTS resolved Three Hundred Sixty-Seven Thousand One Hundred Sixty-Two Dollars and Zero Cents (\$367,162.00) in cash and/or other consideration to consumers who purchased the RESPONDENTS' timeshare interests, vacation club interests, mini-vacations and/or timeshare samplers and whose complaints were delivered to the RESPONDENTS by the Office of the Attorney General.

The Respondents' interest in funds paid to the Office of the Attorney General and/or consumers in conjunction with this AVC shall fully and completely divest when the AVC is fully

executed by all Parties.

IV. PENALTIES

Provided that all RESPONDENTS, that is, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., comply with the terms of this AVC, no civil penalties shall be sought against them or imposed hereunder for any conduct arising prior to the date of the execution of this AVC. However, in the event that any of the RESPONDENTS knowingly fail to comply with the terms and conditions of this AVC, and such failure is not cured within fifteen (15) day of receiving written notice from the Office of the Attorney General, then such actions are by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes as to all RESPONDENTS, and the RESPONDENTS agree to each be corporately liable for any individual RESPONDENT'S failure to comply and to be subject to any and all civil penalties and sanctions authorized by law, including, but not limited to, up to \$500,000.00 (FIVE HUNDRED THOUSAND DOLLARS) in penalties, attorney's fees and costs, and any other available relief permitted by law.

In the event that the RESPONDENTS, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., fail to make any payment(s) required by the terms of this AVC within the time period provided by the AVC to either the Office of the Attorney General or to a consumer to which the Office of the Attorney General has directed the RESPONDENTS to make payment in resolution of the consumer's complaint from the funds in the Escrow Account referenced herein , then such non-payment shall constitute a material breach and default of the terms of the AVC.

The Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., moreover consent to venue and jurisdiction for the entry of a Final Judgment, or any other proceeding necessary to enforce the terms of the AVC, within the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida.

The RESPONDENTS agree that the Office of the Attorney General may provide notice of a default as to each and/or all of the RESPONDENTS, as follows:

Office of the General Counsel
Bluegreen Corporation
4960 Conference Way North, Suite 100
Boca Raton, Florida 33431
Office Telephone Number: (561) 912-8007

V. MISCELLANEOUS TERMS

The Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., their representatives, agents, employees, successors, assigns, managers, officers, directors and/or any other person acting under, by, through or on them, directly or indirectly, or through any corporate or other device, shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes, although this AVC does not impose or establish any personal liability on any of the foregoing.

The Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., shall further ensure that all of the terms and conditions of this AVC are known to their representatives, agents, employees, managers, officers, directors, assigns, successors and/or any other person acting under, by, through

or on their behalf, with the exception of the monetary terms and conditions cited under “ **III. MONETARY TERMS AND CONDITIONS**” herein. The RESPONDENTS shall have the option of revealing, but are not required to reveal, the specific details of the monetary terms and conditions under “ **III. MONETARY TERMS AND CONDITIONS**” herein to their representatives, agents, employees, managers, officers, directors, assigns, successors and/or any other person acting under, by, through or on their behalf.

Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against the Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC., GREAT VACATION DESTINATIONS, INC., and/or their officers, directors or employees. Similarly, nothing contained herein shall waive the right of the Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., to assert any lawful defenses in response to consumer complaint. However, to the extent that any consumer whose claim is resolved under the terms of the instant AVC and/or who accepts monetary compensation and/or any other alternative form of relief from the RESPONDENTS with respect to the consumer’s existing claim against any RESPONDENT relating to a timeshare interest, vacation club interest, mini-vacation and/or timeshare sampler, then said acceptance shall preclude the consumer from again presenting the same claim to the Office of the Attorney General. Upon entry of this AVC, the Office of the Attorney General for the State of Florida agrees to close its civil investigation into the activities of the Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., described herein.

Notwithstanding any other provision of this AVC, the Parties acknowledge that any future violations of either this AVC or Florida law by any of the RESPONDENTS, may subject all of the RESPONDENTS to additional and unrelated civil penalties and sanctions, as provided by law.

In the event the Respondents, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., violate any of the terms and conditions of this AVC, they shall jointly and severally pay reasonable attorney's fees and/or investigative costs which arise from the future violation and be subject to any additional remedies available by law.

Although the Parties jointly participated in the negotiation of the terms articulated in this AVC, no provision herein shall be construed for or against either Party on the grounds that any one Party was more heavily involved in the preparation of the AVC and/or its terms.

The Parties agree that all notices required hereunder shall be sufficient if given as provided below:

AS TO THE ATTORNEY GENERAL:

Carol E. A. DeGraffenreidt
Assistant Attorney General - Economic Crimes
1515 North Flagler Drive # 900
West Palm Beach, FL 33401
Office Telephone Number: (561) 837-5000, Ext. 124
Electronic Mail Address: carol.degraffenreidt@myfloridalegal.com

AS TO THE RESPONDENT:

Michael D. Kaminer
Senior Vice President & General Counsel
Bluegreen Corporation
4960 Conference Way North, Suite 100
Boca Raton, Florida 33431
Office Telephone Number: (561) 912-8007
Electronic Mail address: Michael.Kaminer@bluegreencorp.com

VI. EFFECTIVE DATE

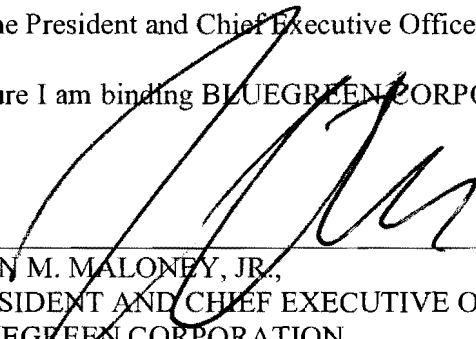
This AVC shall become effective upon execution by all Parties hereto, as well as, Deputy Attorney General Trish Connors, for the Office of the Attorney General for the State of Florida, who may refuse to accept it at her discretion, as Assistant Attorney General Carol E. A. DeGraffenreidt has no authority to bind the Office of the Attorney General for the State of Florida, absent the signature of the Deputy Attorney General.

IN WITNESS WHEREOF, the RESPONDENTS, BLUEGREEN CORPORATION, BLUEGREEN VACATIONS UNLIMITED, INC. and GREAT VACATION DESTINATIONS, INC., have caused this Assurance of Voluntary Compliance to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon.

BLUEGREEN CORPORATION

Agreed to and signed this 9th day of May, 2012, by the below-stated person who stated and affirmed as follows:

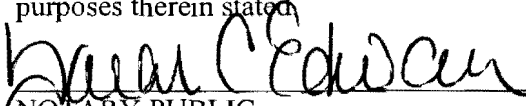
BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as the President and Chief Executive Officer of BLUEGREEN CORPORATION and that by my signature I am binding BLUEGREEN CORPORATION to the terms and conditions of this AVC.


By: 

JOHN M. MALONEY, JR.,
PRESIDENT AND CHIEF EXECUTIVE OFFICER
BLUEGREEN CORPORATION

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 9th day of May, 2012, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared JOHN MALONEY who acknowledged before me that he executed the foregoing instrument for the purposes therein stated

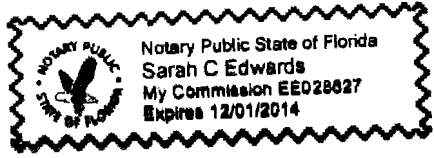


NOTARY PUBLIC


(print, type or stamp commissioned name of Notary Public)

(print, type or stamp commissioned name of Notary Public)


Personally known or Produced Identification _____ (check one)
Type of Identification Produced:



BLUEGREEN VACATIONS UNLIMITED, INC.

Agreed to and signed this 9th day of May, 2012, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as the VICE-PRESIDENT of BLUEGREEN VACATIONS UNLIMITED, INC. and that by my signature I am binding BLUEGREEN VACATIONS UNLIMITED, INC. to the terms and conditions of this AVC.

By: 
ANTHONY M. PULEO, VICE PRESIDENT
BLUEGREEN VACATIONS UNLIMITED, INC

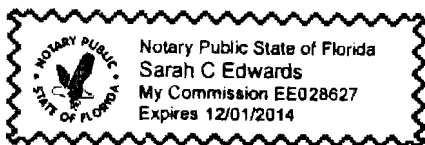
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 9th day of May, 2012, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared ANTHONY M. PULEO who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

Sarah C Edwards
(print, type or stamp commissioned name of Notary Public)

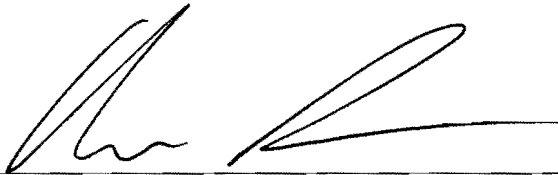
Personally known X or Produced Identification _____ (check one)
Type of Identification Produced:



GREAT VACATION DESTINATIONS, INC.

Agreed to and signed this 9th day of May, 2012, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as the Vice-President of GREAT VACATION DESTINATIONS, INC. and that by my signature I am binding GREAT VACATION DESTINATIONS, INC to the terms and conditions of this AVC.

By: 
ANTHONY M. PULEO, VICE PRESIDENT
GREAT VACATION DESTINATIONS, INC

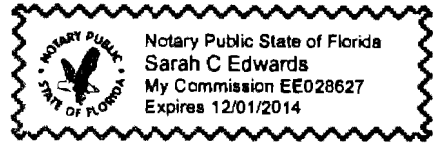
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, this 9th day of May, 2012, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared ANTHONY M. PULEO who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.


NOTARY PUBLIC

Sarah C Edwards
(print, type or stamp commissioned name of Notary Public)

Personally known X or Produced Identification _____ (check one)
Type of Identification Produced:



Michael D. Kaminer

Michael D. Kaminer, Senior Vice President & General Counsel
Counsel for the RESPONDENTS

Florida Bar No. 5355

4960 Conference Way North, Suite 100

Boca Raton, Florida 33431

Telephone: (561) 912-8007

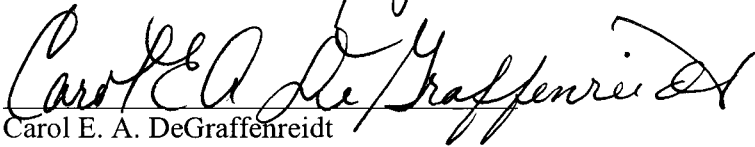
Facsimile: (561) 912-8299

Michael.Kaminer@bluegreencorp.com

www.bluegreencorp.com2

FOR THE ATTORNEY GENERAL'S OFFICE

Signed this 14th day of May, 2012



Carol E. A. DeGraffenreidt
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0642101
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000, Ext. 124
Facsimile No.: (561) 837-5109
Electronic mail: carol.degraffenreidt@myfloridalegal.com

Accepted this 24th day of May, 2012



Trish Conners
Deputy Attorney General
Department of Legal Affairs
State of Florida Office of the Attorney General
The Capitol, Tallahassee, Florida 32399-1050