

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
www.flmb.uscourts.gov

In re:

Chapter 11

SCRUB ISLAND DEVELOPMENT
GROUP LIMITED,

Case No. 8:13-bk-15285-MGW

SCRUB ISLAND CONSTRUCTION
LIMITED,

Jointly Administered with

Case No. 8:13-bk-15286-MGW

Reorganized Debtors.

SCRUB ISLAND DEVELOPMENT
GROUP LIMITED,

Case No. 8:13-bk-15285-MGW

Applicable Reorganized Debtor.

**REORGANIZED DEBTOR'S MOTION TO
APPROVE (A) SALE OF MARINA VILLAGE UNIT G204 AND
(B) PAYMENT OF RELEASE PRICE TO FIRSTBANK PUERTO RICO**

[Hearing Requested on July 12, 2017 at 9:30 a.m.]

SCRUB ISLAND DEVELOPMENT GROUP LIMITED (“Reorganized SIDG”), by and through its undersigned attorneys, hereby files its Motion to Approve (A) Sale of Marina Village Unit G204 and (B) Payment of Release Price to FirstBank Puerto Rico (the “Motion”) and, in support hereof, states as follows:

A. Jurisdiction and Venue

1. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§157 and 1334. The subject matter of this Motion is a core proceeding pursuant to 28 U.S.C. §157(b). Venue is proper in this district pursuant to 28 U.S.C. §1408.

B. General Background

2. On November 19, 2013, Scrub Island Development Group Limited (“SIDG”) and Scrub Island Construction Limited (collectively, the “Debtors”) filed with this Court their Voluntary Petitions for relief under Chapter 11 of Title 11 of the United States Code.

3. On January 15, 2015, the Debtors filed with this Court their First Amended Joint Plan of Reorganization of Scrub Island Development Group Limited and Scrub Island Construction Limited under Chapter 11 of Title 11, United States Code, As Modified and Confirmed dated as of July 11, 2014 (Doc. No. 464-1 in the SIDG Bankruptcy Case) (the “Modified Plan”).

4. On January 20, 2015, this Court entered its Order Confirming First Amended Joint Plan of Reorganization of Scrub Island Development Group Limited and Scrub Island Construction Limited under Chapter 11 of Title 11, United States Code Dated as of July 11, 2014, As Modified, Pursuant to 11 U.S.C. § 1129 (Doc. No. 472 in the SIDG Bankruptcy Case) (the “Confirmation Order”), which confirmed the Modified Plan in all respects.

5. On January 30, 2015, the Effective Date of the Modified Plan occurred.

6. On March 4, 2015, through judicial mediation ordered by this Court, SIDG and FirstBank Puerto Rico (“FirstBank”) entered into that certain Scrub Island Development Group Limited Term Sheet (the “Settlement Term Sheet”), providing for the full and final resolution of all disputes between SIDG and FirstBank.

7. On March 10, 2015, SIDG and FirstBank filed with this Court their Joint Agreed Motion to Approve Modification of Confirmed Plan Pursuant to Mediation Settlement (Doc. No. 587 in the SIDG Bankruptcy Case) (the “Settlement Motion”) seeking approval by this Court of the terms set forth in the Settlement Term Sheet.

8. On March 13, 2015, this Court entered its Order Granting Joint Agreed Motion to Approve Modification of Confirmed Plan Pursuant to Mediation Settlement (Doc. No. 591 in the SIDG Bankruptcy Case), which (i) granted the Settlement Motion, (ii) approved the terms of the Settlement Term Sheet and the modification of the Modified Plan and the Confirmation Order in accordance with the Settlement Term Sheet, and (iii) authorized and directed SIDG and FirstBank to take any and all actions necessary to document the transactions described in the Settlement Term Sheet and consummate the closing of the transactions between the parties (the “Closing”). The Closing occurred on September 29, 2015, with Reorganized SIDG and FirstBank executing a Loan Agreement (the “FirstBank Loan Agreement”) and various related documents.

9. Among the properties owned by Reorganized SIDG are unsold condominium units (the “MV Units”) in the Marina Village located on Little Scrub Island. Reorganized SIDG has agreed to sell Unit G204, also known as 1727-28 (the “Unit”), to Thomas E. Skilling III or his assigns (the “Buyer”) and, as seller, has entered into a Sale and Purchase Agreement with the Buyer for the sale of the Unit (the “Purchase Agreement”).¹ A copy of the Purchase Agreement is attached hereto as Exhibit A and by reference incorporated herein.

10. The Unit is subject to a lien or encumbrance in favor of FirstBank.

11. The total purchase price for the Unit is \$835,975.00 cash (the “Purchase Price”). There is no financing contingency in the Purchase Agreement.

12. By this Motion, Reorganized SIDG requests the entry of an order by the Court granting this Motion and approving the sale (the “Approval Order”).

13. In connection with the closing under the Purchase Agreement, as a non-BVI resident the Buyer is required to apply for and receive a Non-Belongers Land Holding License (the

¹ Mr. Skilling has advised Reorganized SIDG that he intends to assign his rights under the Purchase Agreement to Nirvana South Inc. at or before the closing on the sale of the Unit.

“License”). Under the Purchase Agreement, the parties have agreed to close upon the issuance of the License as set forth in paragraph 6 of the Purchase Agreement. The closing is expected to take place in July 2017 or shortly thereafter. At closing, the Buyer shall fund the full amount of the Purchase Price, Reorganized SIDG shall deliver ordinary and customary transfer documents, and FirstBank shall execute a release of its various liens on the Unit, along with such other ordinary and customary documents which may be required to allow for the transfer of clear title to the Unit.

14. Simultaneously with the foregoing, the Purchase Price shall be distributed as set forth on the Closing Statement attached hereto as Exhibit B and by reference incorporated herein. This will result in funds in the amount of \$768,776.87 being deposited into the Interest Reserve Account maintained by FirstBank consistent with the release price provisions of the FirstBank Loan Agreement.

15. Under the FirstBank Loan Agreement, Reorganized SIDG is authorized to sell MV Units, subject to meeting certain conditions, including that the sale price equal or exceed a minimum sale price, as more fully described in the FirstBank Loan Agreement and the related Plan Administrator Agreement. The Purchase Price exceeds the minimum sale price for the Unit, and all other conditions have been met or will be met or exceeded at closing under the Purchase Agreement.

16. This Court has previously granted relief to Reorganized SIDG with respect to the prior sale of Marina Village Unit A-201 (Doc. No. 733), and for the same reasons should approve this sale.

D. Relief Requested

17. By this Motion, Reorganized SIDG seeks the authority to sell the Unit to the Buyer free and clear of all liens, claims, and encumbrances of FirstBank pursuant to the Modified Plan.

There are no other liens or encumbrances.

18. For all of the reasons set forth in this Motion, Reorganized SIDG, through the exercise of its business judgment, has determined that the sale of the Unit to the Buyer pursuant to the terms of the Purchase Agreement is in the best interest of Reorganized SIDG, and consistent with the terms of the Modified Plan and the FirstBank Loan Agreement.

19. The Court has jurisdiction under the Confirmation Order to approve the sale. The Modified Plan (Article 12.2) and Confirmation Order provide for continued post-confirmation jurisdiction to approve sales of assets and to otherwise enter orders necessary or appropriate to implement the Modified Plan.

Notice and Request for Hearing

20. Notice of this Motion has been given by (i) the Court's CM/ECF transmission to the Office of the United States Trustee for the Middle District of Florida, counsel for FirstBank, counsel for the Creditors Committee, and counsel for RCB Equities #1, LLC; and (ii) United States first class mail to the Notice Parties, as defined in the Modified Plan.

WHEREFORE, Reorganized SDIG respectfully requests that this Court enter the Approval Order in substantially the form attached hereto as Exhibit C:

- A. granting this Motion;
- B. authorizing the sale of the Unit in accordance with the terms and conditions of this Motion and the Purchase Agreement;
- C. approving the Closing Statement and authorizing the payment of the release price to FirstBank as set forth therein in exchange for its execution and deposit into escrow of a release;
- D. directing all parties to take the steps necessary to accomplish the closing of the sale of the Unit; and

E. providing for such other and further relief as is just.

DATED: July 5, 2017.

/s/ Harley E. Riedel

Harley E. Riedel (FBN 183628)
Charles A. Postler (FBN 455318)
Daniel R. Fogarty (FBN 0017532)
Stichter, Riedel, Blain & Postler, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
Telephone: (813) 229-0144
Facsimile: (813) 229-1811
Email: hriedel@srbp.com
cpostler@srbp.com
dfogarty@srbp.com

Attorneys for Reorganized Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct of the foregoing *Reorganized Debtor's Motion to Approve (A) Sale of Marina Village Unit G204 and (B) Payment of Release Price to FirstBank Puerto Rico* (with attached Exhibits A, B, and C) has been furnished on this 5th day of July, 2017, by **CM/ECF Transmission** or U.S. Mail to (i) the Office of the United States Trustee for the Middle District of Florida; (ii) counsel for FirstBank; and (iii) United States first class mail to the Notice Parties, as defined in the Modified Plan.

/s/ Harley E. Riedel

Harley E. Riedel (FBN 183628)

NOTICE PARTIES

a) **Debtors**

Scrub Island Development Group Limited
Scrub Island Construction Limited
Attn: Joe C. Collier, III, President
4602 Eisenhower Blvd.
Tampa, Florida 33634

b) **Debtors' Bankruptcy Counsel**

Harley Riedel, Esquire
Stichter, Riedel, Blain & Postler, P.A.
110 East Madison Street, Ste. 200
Tampa, Florida 33602

c) **Counsel for FirstBank**

W. Keith Fendrick, Esq.
Holland & Knight LLP
PO Box 1288
Tampa, Florida 33601-1288
100 North Tampa Street, Suite 4100
Tampa, FL 33602

Alberto M. Hernandez , Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131

d) **U.S. Trustee**

U.S. Trustee
United States Trustee's Office
Timberlake Annex
501 East Polk St., Ste. 1200
Tampa, Florida 33602

e) **Counsel to RCB Equities #1**

Richard J. McIntyre
McIntyre Thanasides Bringgold Elliott Grimaldi & Guito, P.A.
6943 East Fowler Avenue,
Tampa, Florida 33617

f) **SHAREHOLDERS**

CIH Loft, LLC
4602 Eisenhower Blvd.
Tampa, Florida 33634

VK Investments Limited
2102 Kentmere Parkway
Wilmington, Delaware 19806

Gary Eng
4905 34th Street South, Ste. 5800
St. Petersburg, Florida 33711

g) **Local Rules Service List**

1007-2 Parties in Interest Matrix for SIDG
1007-2 Parties in Interest Matrix for SICL

Label Matrix for local noticing
113A-8
Case 8:13-bk-15285-MGW
Middle District of Florida
Tampa
Wed Jul 5 13:30:41 EDT 2017

Logan Investments as servicer for RCB
c/o Richard McIntyre
6943 East Fowler Avenue
Temple Terrace, FL 33617-1714

Official Unsecured Creditors' Committee
c/o Edwin G. Rice
Glenn Rasmussen, P.A.
100 S. Ashley Drive, Suite 1300
Tampa, FL 33602-5309

Official Unsecured Creditors' Committee
c/o Robert B. Glenn
Glenn Rasmussen, P.A.
100 S. Ashley Drive, Suite 1300
Tampa, FL 33602-5309

Scrub Island Associates
c/o Marsha Rydberg
201 N. Franklin St., Ste. 1625
Tampa, FL 33602-5113

Thomas Frederick
c/o Craig E. Rothburd, P.A.
320 W. Kennedy Blvd., Suite 700
Tampa, Florida 33606-1459

End of Label Matrix
Mailable recipients 5
Bypassed recipients 0
Total 5

Label Matrix for local noticing
113A-8
Case 8:13-bk-15286-MGW
Middle District of Florida
Tampa
Wed Jul 5 13:31:32 EDT 2017

Art Linares
Scrub Island LLC
242 Toby Hill Rd
Westbrook, CT 06498-3521

Blue Water Traders
c/o Oscar Juelle
PMB 302 Suite 9A, B-5 Calle Tabonuco
Guaynabo, PR 00968

MHLSC Management
c/o Michael McCann
3004 Georgetown
Houston, TX 77005-3030

Oscar Rivera
664 Calle Concordia
San Juan, PR 00907-3509

Pablo Dardet
P.O. Box 194925
San Juan PR 00919-4925

Thomas Frederick
10705 Lake Alice Cove
Odessa, FL 33556-4947

United States Trustee
C/O Denise E Barnett, Esq
501 East Polk St Ste 1200
Tampa, FL 33602-3945

End of Label Matrix	
Mailable recipients	7
Bypassed recipients	0
Total	7

EXHIBIT “A”

Sale and Purchase Agreement
Marina Village Unit G204 also known as 1727-28

This Sale and Purchase Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined in Clause 23 below) by and between:

SCRUB ISLAND DEVELOPMENT GROUP LIMITED, a company incorporated under the laws of the Territory of the Virgin Islands with a registered office at 30 DeCastro Street, P.O. Box 4519, Simmonds Building, Road Town, Tortola and a principal business address of c/o Mainsail Development International, LLC, 4602 Eisenhower Blvd, Tampa, Florida 33634 (hereinafter referred to as the "**Vendor**", which expression shall where the context so admits include its nominee, successors in title and assigns) of the one part;

and

THOMAS E SKILLING III of [address] (hereinafter referred to as the "**Purchaser**" which expression shall where the context so admits includes his respective heirs, personal representatives and/or permitted assigns) of the other part.

This Agreement shall be executed first by the Purchaser, and then by the Vendor.

WHEREAS

- (1) The Vendor is the registered proprietor of certain freehold property located at Little Scrub Island (the "**Community**") as shown on the Subdivision Plan (as hereinafter defined) for the Community, within the "Marina Village" neighborhood.
- (2) The Vendor has agreed to sell and the Purchaser to purchase Property described as **UNIT G204 also known as 1727-28** in the buildings known as Marina Village, a Condominium and strata lot 28 of Parcel 76 of Block 3842A, Beef Island Group Registration Section, (the "**Property**") together with the furnishings and fittings (the "**furnishings and fittings**") at the price and subject to the terms and conditions contained herein and the exhibits attached hereto.

WHEREBY IT IS AGREED as follows, subject to the granting to the Purchaser of a Non-Belongers Land Holding Licence in accordance with the provisions of Clause 2 and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Vendor will sell and the Purchaser will purchase the Property.

1. PURCHASE PRICE

The purchase price of the Property shall be the sum of Eight Hundred Thirty Five Thousand Nine Hundred and Seventy Five Dollars (\$835,975.00) of which the sum of Eighty Three Thousand Five Hundred and Ninety Eight (\$83,598.00) by way of deposit (the "Deposit") shall be paid by the Purchaser in accordance with the wire instructions contained at Exhibit 1 of this Agreement upon execution of this Agreement to O'Neal Webster (the "Escrow Agent") to be held by it subject to the provisions hereinafter appearing.

WITHOUT LIMITING ANY OTHER PROVISION HEREIN, IF THE DEPOSIT IS NOT PAID WITHIN FOURTEEN (14) DAYS OF THE EFFECTIVE DATE, THE PURCHASER WILL BE IN DEFAULT and the Vendor shall be entitled to terminate this Agreement and neither party shall have any further liability to the other hereunder. The Deposit may be paid by personal check denominated in United States Dollars but shall not be considered as received and paid until the cheque clears. All other funds due and payable under this Agreement shall be paid in United States Dollars by a cashier's cheque drawn on a financial institution that is acceptable to the Vendor, in the Vendor's sole discretion, or by wire transfer of immediately available United States Dollar funds.

2. NON-BELONGER'S LAND HOLDING LICENCE

- (a) To enable the Purchaser to apply for a Non-Belongers Land Holding Licence in respect of the Property (the "Licence"), the Vendor shall:
 - (i) within seven (7) days from the date hereof, to the extent that the Vendor has not done so already, place four (4) consecutive weekly advertisements in an online and print edition newspaper of general circulation in the Territory of the Virgin Islands which advertisements shall

comply with all the requirements of the Ministry of Natural Resources and Labour.

(ii) At the request and cost of the Purchaser, provide the Purchaser or his solicitor with copies of the following:

- A certified copy of the Vendor's constitutional documents;
- A copy of the Vendor's instrument of transfer and Non-Belongers Land Holding Licence (if applicable/or in existence) relating to the Property; and
- A copy of a certificate of incumbency or registered agent certificate verifying the directors and shareholders of the Vendor.

(b) The Purchaser shall within seven (7) days of receipt of copies of the advertisements referred to in Clause 2(a)(i) and (ii) above from the Vendor or its solicitor or within thirty (30) days from the Effective Date, whichever is later, apply for and at all times use his best endeavours to obtain the Licence as required by the Non-Belongers Land Holding Regulation Act (Cap. 122). The Purchaser shall keep the Vendor or the Vendor's solicitor informed of the progress of the application for the Licence and shall respond promptly to any inquiries made in this regard by either the Vendor or the Vendor's solicitor.

(c) The parties acknowledge that the Vendor requires the consent of the Cabinet of the Virgin Islands to sell the Property (the Consent) but in practice the Consent is given as part of the terms of approval of the relevant non-Belonger purchaser's application for a Non-Belongers Land Holding Licence to hold the Property. The Vendor agrees that should the Ministry request a separate application to be made by the Vendor for the Consent, the Vendor's solicitor shall within seven (7) days of receiving notification of the requirement for a separate application, prepare and submit the said application to the Ministry and the Vendor shall use its best endeavours to obtain the Consent.

- (d) In the event that the Licence shall not be approved in terms reasonably acceptable to the Purchaser within twelve (12) months from the Effective Date (unless the parties hereto shall in writing agree to an extension of time) or in the event that the application for the Licence is at any time refused, either party may by notice in writing to the other at any time thereafter terminate this Agreement whereupon the Deposit shall be refunded to the Purchaser in accordance with Clause 4 hereof, so long as the Purchaser is not in material breach of this Agreement, and neither party shall have any further liability to the other hereunder **PROVIDED** that in the event the Licence is refused or has been approved in terms not reasonably acceptable to the Purchaser, the Purchaser shall serve notice thereof on the Vendor within fourteen (14) days of receipt of the same from the Ministry of Natural Resources & Labour, specifying the ground(s) for such refusal, where such grounds have been notified to the Purchaser. For the avoidance of doubt any term in the Licence restricting the Purchaser's ability to rent the Property shall be deemed reasonably acceptable to the Purchaser.
- (e) Should a Belonger (as defined in the Virgin Islands (Constitution) Order), or a company or other entity that is deemed to be a Belonger of the Territory of the Virgin Islands make a genuine offer to purchase the Property at any time for a price at least equal to the purchase price, then the Vendor shall have the right to accept such offer and to terminate the Agreement by giving notice to the Purchaser of such offer within fourteen (14) days of it being made, a copy of the offer and the Vendor's confirmation that it intends to accept the same, and thereupon this Agreement shall terminate and the Deposit shall be refunded to the Purchaser on the date of completion of the sale of the Property to the Belonger and neither party shall have any further liability to the other under this Agreement.

3. DUE DILIGENCE

- (a) The Purchaser or his solicitors shall within fifteen (15) days from the Effective Date of this Agreement ("**Due Diligence Period**") raise any requisition or objection to the Vendor's title to the Property. If the Purchaser shall fail to do so

the Purchaser shall be deemed to have accepted the Vendor's title and the Purchaser right to terminate under this provision shall be lost. The Vendor shall be allowed a further period of thirty (30) days or such longer period as the Purchaser may agree to within which to answer any such requisition or objection to the reasonable satisfaction of the Purchaser or his solicitors, or to rectify any defects in the title. If the Vendor or its solicitors shall fail to do so then the Purchaser or his solicitors may by notice in writing to the Vendor terminate this Agreement and the Deposit shall be refunded to the Purchaser and neither party shall have any further liability to the other hereunder.

- (b) The boundaries of the Property have been demarcated, and the Vendor will supply a copy of a recent survey plan or cause the boundaries of the Property to be pointed out to the Purchaser or his solicitors within fifteen (15) days from the Effective Date ("**Due Diligence Period**"), if requested in writing to do so. The Purchaser shall within seven (7) days of inspecting the boundaries or receipt of the survey plan indicate in writing whether the boundaries are accepted. If the Purchaser shall fail to raise any objections to the boundaries he shall be deemed to have accepted the boundaries and his right to terminate the Agreement and retain the Deposit under this provision shall be lost. If the Purchaser or his agent is dissatisfied with the survey plan or the boundaries as pointed out to them, the Purchaser may, at his own cost and within twenty-one (21) days of the receipt of the survey plan by him or his solicitors, elect to have the Property re-surveyed by a licensed surveyor in the Territory of the Virgin Islands and a boundary survey report prepared ("**the Report**"). The Purchaser shall notify the Vendor or its solicitors of completion of the boundary survey and provide the Vendor or its solicitors with a copy of Report within seven (7) days of their receipt of the Report. If the findings of the Report are unsatisfactory to the Purchaser, and a copy of the Report was served on the Vendor or its solicitors, the Vendor shall be allowed thirty (30) days (the "**prescribed period**") within which to make arrangements to rectify or correct any encroachment to the satisfaction of the Purchaser. In the event of a boundary encroachment which is not rectified by the Vendor within the prescribed period (unless the parties hereto shall in writing agree to an extension of time) then the Purchaser may by notice in writing within fourteen (14) days after the prescribed period, terminate this Agreement, and the

deposit shall be refunded to the Purchaser in accordance with Clause 4 hereof, and no party shall have any further liability to any other party hereunder.

The Vendor and its agent hereby represent and warrant that they will allow the Purchaser and/or his agents reasonable access to the Property for any required inspections and examinations under this Clause 3.

Indemnity: The Purchaser agrees to indemnify and hold the Vendor harmless from any and against claims for liabilities, costs, expenses (including attorney fees), loss, damage or injury resulting from or arising out of the inspection of the Property by the Purchaser and/or his agents or contractors. Further the Purchaser shall repair/restore the Property to its pre-inspection condition if the inspections cause damage and the Purchaser does not close on the purchase of the Property.

4. TERMS OF THE DEPOSIT

The Deposit shall be immediately available to the Vendor and shall be non-refundable except if the Purchaser shall fail to close on account of:

- (a) Any failure on the part of the Purchaser having used reasonable endeavours to obtain the Licence in accordance with Clause 2;
- (b) A termination of this Agreement by the Vendor under clause 2(e);
- (c) A defective title or encroachment not rectified by the Vendor in accordance with Clause 3; or
- (d) Any failure on the part of the Vendor to close.

And neither party shall have any further liability to the other hereunder.

If the Purchaser shall fail to complete for any reason other than those mentioned in this Clause 4 through no fault of the Vendor, the Deposit shall be retained by the Vendor as agreed liquidated damages and neither party shall have any further liability to the other. For the avoidance of doubt, nothing herein shall deprive the Purchaser of his right to

recover the Deposit where either party is excused from performance under the common law doctrine of frustration.

5. CAPACITY OF THE VENDOR

The Vendor shall sell the Property as the legal and beneficial owner thereof, and shall on completion transfer the freehold interest in the Property to the Purchaser, or as the Purchaser may direct, free of all encumbrances other than overriding interests as defined in Section 28 of the Registered Land Act, Chapter 229 of the Laws of the Virgin Islands and the easements and covenants appearing on title of the Property on the date hereof.

6. CLOSING

- (a) The Purchaser or his solicitors shall no later than three (3) days following receipt by them of notification in writing that the Licence has been signed by the Governor of the Virgin Islands and is ready for collection notify the Vendor or its solicitor of the same. Subject to the provisions hereof the date (the "Closing Date") of the closing of this transaction ("Closing") shall occur at the office of the Vendor's solicitor, O'Neal Webster, within twenty one (21) days of receipt in writing that the Purchaser' Non-Belongers Land Holding Licence has been signed by the Governor of the Virgin Islands and is ready for collection. The Purchaser acknowledges and agrees that he will pay his own expenses to travel to and attend the Closing, unless Closing is completed by mail pursuant to Clause 6(b) hereof. In the event that the Purchaser does not close on the Closing Date, through no fault of Vendor the Purchaser shall be deemed to be in default hereunder. Within ten (10) days prior to the Closing Date, the Purchaser shall advise Vendor of (a) the manner in which title will be taken, and (b) whether the Purchaser wishes to close in person or by mail.
- (b) The Purchaser may close the transaction contemplated herein by mail. In such event, the Purchaser will pay for the Vendor's costs of mailing or sending the duly executed Closing documents to the Purchaser by courier.

Upon Closing:

- (i) The Vendor shall deliver to the Purchaser or as he may direct a properly executed Instrument of Transfer with respect to the Property in favour of the Purchaser;
- (ii) The Vendor shall deliver to the Purchaser or as he may direct the furnishings and fittings;
- (iii) The Purchaser shall execute any documents required to effectuate the consummation of the transaction contemplated by this Agreement;
- (iv) Apportionments shall be made as at the Closing date of property taxes, fees (Community or otherwise), insurance and any other charges or outgoings referable to the Property; and
- (v) The Purchaser shall pay to the Vendor's solicitor the balance of the purchase price by a bank draft or cashiers cheque drawn on a financial institution that is acceptable to the Vendor in the Vendor's sole discretion or by wire transfer in accordance with the wire instructions contained in Exhibit 1 of this Agreement in the calculation of which no account shall be taken of interest accrued on the Deposit, which interest shall be paid to the Vendor.

7. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

In consideration of the Purchaser entering into this Agreement, the Vendor hereby represents and warrants as at the date of this Agreement and as at the Closing Date that:

- (a) The Vendor is a limited liability company duly incorporated and validly existing under the laws of the Territory of the Virgin Islands and has all corporate powers and legal authority to enter into this Agreement and to sell the Property;

- (b) the person executing this Agreement on behalf of the Vendor has the requisite authority in order to execute the same, and this Agreement is validly binding and enforceable against the Vendor in accordance with its terms;
- (c) there are no outstanding judgments, legal actions, arbitration or other proceedings pending or to the knowledge and belief of the Vendor threatened which would in any way have a material adverse effect on the Property or any part thereof;
- (d) the Vendor is solvent and will not by virtue of the sale of the Property become insolvent;
- (e) Any accounts payable with regard to the Property due and owing as of the Closing or will become due or owing for any period prior to the Closing shall remain the responsibility of the Vendor;
- (f) the Vendor is not aware of any boundary disputes relating to the Property or that there has been any encroachment upon the Property;
- (g) the Vendor is not aware of any persons claiming or having claimed any rights of adverse possession or prescriptive title over the Property; and
- (h) the Vendor is not aware of any person claiming or having claimed rights of way over the Property or overriding interests over the Property.

These provisions shall survive Closing.

8. SPECIAL CONDITIONS

The Vendor shall give the Purchaser vacant possession of the Property at Closing. Post-closing the Purchaser shall have the right to the use of a marina slip, at an owner discounted rate, in close proximity to building number 17 during his stays at the Property for so long as he or his corporate entity is the registered proprietor of the Property provided the Purchaser gives advance notice to the Vendor and the parties mutually

agree on the intended dates. If Purchaser subsequently sells the Property, the marina slip rights described in this Clause 8 may be transferred to the new buyer without the consent of the Vendor.

9. **FEES AND EXPENSES**

The Purchaser shall be responsible for all fees in connection with the Licence and the stamp duty and filing fees payable in respect of the transfer of the Property, all courier fees and any costs and fees incident to obtaining or closing of the transaction; Purchaser's share of any Fees from the date of Closing to the end of the period in which Closing occurs; Purchaser's share of any Condominium Fees from the date of Closing to the end of the period in which Closing occurs and the Purchaser's miscellaneous closing expenses including all other closing costs incurred, if any, which are not listed above as being paid by the Vendor. Each party shall bear their own legal cost of and arising out of this Agreement **NOTE: ANY AND ALL AMOUNTS THAT YOU WILL PAY TO THE STRATA LOT CORPORATION OR FOR FEES PURSUANT TO THE COMMUNITY DECLARATION OR CONDOMINIUM DECLARATION ARE SUBJECT TO CHANGE IN THE FUTURE.**

10. **DISCLAIMER OF WARRANTIES**

EXCEPT AS OTHERWISE PROVIDED IN WRITING BY VENDOR, THE VENDOR MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY TYPE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, WORKMANSHIP, CONSTRUCTION OR PHYSICAL CONDITION OF THE PROPERTY, THE COMMON AREAS AND ALL FIXTURES OR ITEMS OF PERSONAL PROPERTY CONTAINED THEREIN, REGARDLESS OF WHETHER THE WARRANTIES ARISE FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW, STATUTORY LAW OR OTHERWISE. BY INITIALING AT THE END OF THIS CLAUSE, THE PURCHASER ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISION REGARDING WARRANTIES. THE TERMS OF THIS CLAUSE SHALL SURVIVE CLOSING AND DELIVERY OF THE INSTRUMENT OF TRANSFER.

PURCHASER'S INITIALS

T.S. /

11. **COMMUNITY DECLARATION AND CONDOMINIUM DECLARATION**

The Purchaser acknowledges that the Property is subject to a Declaration of Covenants, Conditions, Easements and Restrictions, as may be amended from time to time (the "Community Declaration") and Purchaser agrees to be bound by the terms thereof. Pursuant to the Community Declaration, the Purchaser will be obligated to pay to Vendor (i) assessments for Purchaser's pro rata share of the expenses of maintenance, repair and replacement of the shared facilities (the "Common Areas" as shown on the Subdivision Plan and defined in the Community Declaration) ("Periodic Fees"); (ii) assessments for expenses that are Neighborhood specific and shared only by owners in such Neighborhood ("Neighborhood Fees"); (iii) assessments for unexpected capital expenses ("Special Fees"); and (iv) fines for violations of the Community Declaration and rules promulgated pursuant thereto ("Individual Fees") (items (i) through (iv) are collectively known as the "Fees" and are more completely described in the Community Declaration). The Purchaser understands that failure to pay any of the Fees may result in a lien on the Property and possible foreclosure of the lien. Pursuant to the Community Declaration, Vendor shall also have the right to promulgate rules and regulations for the Common Areas, Neighborhood, and the Community in general and Purchaser shall be subject to such rules and regulations. The Purchaser agrees to accept title subject to the Community Declaration and Subdivision Plan. In addition, the Purchaser hereby covenants and agrees, on an ongoing basis, that Purchaser shall not sell or transfer the Property (whether the Property is vacant land or improved property) to any person or entity unless the instrument of conveyance for such sale or transfer imposes the obligations set forth in the Community Declaration. In the event that, upon the conveyance of a Property, the Purchaser fails in the instrument of conveyance to impose the obligations contained in the Community Declaration on a subsequent purchaser of the Property, Purchaser shall remain liable for all Fees accruing on the Property from and after the date of conveyance. This restriction on transfer of the Property is in addition to any other restrictions or obligations imposed upon the Purchaser directly or indirectly with respect to the Property by this Agreement or any other agreement to which Purchaser are bound. The Vendor has the right to amend the Community Declaration at any time and without the approval of the owners. **THE STATEMENTS CONTAINED IN THIS CLAUSE ARE ONLY SUMMARY IN NATURE, AND, AS PROSPECTIVE PURCHASER, YOU SHOULD READ THE ENTIRE COMMUNITY**

DECLARATION, AND IF NOT COMPLETELY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY BEFORE PURCHASING THE PROPERTY.

12. HOTEL COMPLEX

The Community currently includes a hotel complex (the "Hotel Complex") which comprises a boat basin with docks, moorings, facilities for boats and related amenities as well as certain retail shops, a restaurant and other commercial areas, all of which are owned by Vendor. The Hotel Complex shall not be considered part of the Common Area of the Community.

13. USE OF HOTEL COMPLEX

The Purchaser acknowledges that the Purchaser does not acquire any ownership interest in the Hotel Complex by purchasing the Property. Use of the Hotel Complex is determined strictly in accordance with the rules promulgated by Vendor from time to time, including fees and other charges promulgated by the Vendor for use thereof. The Hotel Complex will be used by non-owner day guests.

14. OPERATION OF HOTEL COMPLEX

The Purchaser agrees to indemnify and hold harmless the Vendor and any other entity designing, constructing, managing or owning the Hotel Complex against all claims by Purchaser or his invitees, licensees, guests or family with respect to any claims for loss or injury arising out of use of the Hotel Complex. This release of liability will apply, without limitation, to any such claim arising in whole or in part from the negligence of Vendor or any other entity designing, constructing, managing or owning the Hotel Complex. The Vendor or any entity owning or managing the Hotel Complex shall have the right to change the design and layout of the Hotel Complex, the type, number or size of any amenities provided, the size and elevation of buildings, docks, trees, landscaping, and water bodies, from time to time, and such changes, if any, will not nullify, restrict or impair Purchaser' covenants and obligations stated in this Clause 14. Any such changes may diminish, obstruct or impair any view from the Property, and any express or implied easements for view purposes or for the passage of light or air are hereby

disclaimed. The Purchaser acknowledges that Purchaser's covenants contained in this Clause 14 are a material consideration to Vendor in entering into this Agreement and have been required by Vendor as a condition of the sale of the Property by the Vendor to the Purchaser. The provisions of this Clause 14 will shall survive the Closing and the delivery of the Instrument of Transfer and will inure to the benefit of the Vendor, its successors and assigns, and any entity designing, constructing, owning or managing the Hotel Complex, and their respective successors and assigns.

15. MAINTENANCE

Certain portions of the Community are intended to be "full maintenance" areas with the Vendor providing all exterior maintenance and landscaping. The Marina Village, where the Property is located, is a "full maintenance" area of the Community. The Vendor will maintain the Common Areas within the Community, which may include roads (some of which may be available for common use of all owners within the Community and some of which may have restricted use), pedestrian sidewalks and walkways, bicycle paths, bridle paths, ponds, drainage canals, parks, wildlife sanctuaries, common open spaces, and greenbelt areas. The Vendor also will maintain the lawn and landscaping for all Common Areas. The Vendor may also provide trash and/or recycling service. The Vendor shall also maintain the exterior (including but not limited to the siding, windows and roof) for the Marina Village area. The costs of such maintenance services shall be charged to each owner as either a Neighborhood Fee or a Periodic Fee, as applicable.

16. VIEW FROM WINDOW

The Purchaser understands that the Vendor does not warrant the view from the Unit, or the placement of other residences or improvements within the Community. The Vendor shall not be liable to the Purchaser for damages resulting from any loss or interference with current views from the Property.

17. SOLICITORS' FEES AND COSTS

In connection with any litigation arising out of this Agreement (including trial proceedings, appellate proceedings and post-judgment proceedings), the prevailing

party shall be entitled to recover all costs and expenses incurred, including reasonable solicitors' fees, para-professional fees and similar fees. This Clause will survive any termination of this Agreement, but shall otherwise be deemed merged into the Instrument of Transfer at closing. Only solicitors' fees calculated on an hourly basis shall be recoverable.

18. BROKER

Unless a cooperating broker addendum is attached hereto, the Purchaser represents and warrants to the Vendor that, other than the Vendor's sales personnel, there are no real estate brokers, agents or finders involved with respect to this transaction and that there are no brokerage fees, finder's fees or broker's commissions due as a result of Purchaser's actions, inactions, conduct or otherwise. The Purchaser hereby agrees to indemnify and hold the Vendor harmless from any breach of Purchaser's representation and warranty as set forth in this Clause 18, including, but not limited to, solicitors' and paraprofessionals' fees and court costs through all trial, appellate and post judgment proceedings. The provisions of this Clause shall survive Closing.

19. PROMOTIONAL USE OF PROPERTY

The Purchaser agrees to allow Vendor, and/or its agents, to photograph and/or produce any other forms of visual representations of the Property, including after a residence is constructed thereon, and to use said photographs and other exterior visual representations in any promotion or publicity materials that Vendor and/or its agents may require for the Community. The Vendor agrees at all times to use the photographs and other visual representations and any accompanying publicity materials in a manner that is in keeping with the overall high values proposed for the Community. Upon request of Vendor, the Purchaser agrees to sign a release holding the Vendor harmless from all claims arising from Vendor's use of the photographs, publicity materials and other visual representations. This Clause shall survive Closing.

20. CONSTRUCTION AND DEVELOPMENT ACTIVITIES

The Purchaser is hereby placed on notice that the Vendor and/or its agents, contractors, subcontractors, licensees and other designees will be, from time to time, conducting excavation, construction and other activities within or in proximity to the Community. By the acceptance of the Instrument of Transfer, the Purchaser acknowledges, stipulates and agrees (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally, (ii) not to enter upon, or allow his children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any property within or in proximity to the Community where such activity is being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (iii) that the Vendor and the other aforesaid related parties shall not be liable for any and all losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, except resulting directly from the Vendor's gross negligence or willful misconduct, and (iv) any purchase or use of any portion of the Community has been and will be made with full knowledge of the foregoing. This Clause shall survive the Closing.

21. SALES ACTIVITY

Pursuant to the Community Declaration, the Vendor shall have the right to use the Hotel Complex as may be required in connection with the development of the Community and other lands designated by the Vendor and to promote or otherwise facilitate the development, construction, sale, marketing and/or leasing of Properties, units, the Marina and the Community, and other lands designated by the Vendor. The Purchaser specifically agrees that none of the aforementioned activities shall constitute a nuisance in any manner.

22. NOTICE

Any notice, demand, consent, delivery or request which is required or permitted to be given in connection with this Agreement shall be in writing, written in the English

language, and will be deemed to have been properly given, served or delivered when delivered, if delivered by hand delivery, when transmitted, if sent by facsimile or email, three (3) business days after being sent, if sent by international courier to the addresses set forth below, or to such other address as a party hereto may have indicated, in writing.

If to Vendor: Mailing Address: Scrub Island Development Group, Limited.
c/o Mainsail Development International, LLC
4602 Eisenhower Blvd.
Tampa, Florida 33634

Street Address: With a copy to
Scrub Island Development Group, Limited.
c/o Jenelle Archer/Jamealya Fahie
O'Neal Webster
Simmonds Building
30 DeCastro St.
Road Town, Tortola
British Virgin Islands
Telephone: 1-284-494-5808
Telecopy: 1-284-494-5811
Email: jarcher@onealwebster.com;
jfahie@onealwebster.com

If to Purchaser: Mailing Address: 6033 N. SHERIDAN ROAD
UNIT 19AB
Street Address: _____
CHICAGO, IL 60660
Telecopy: _____
Email: tskilling9@gmail.com

23. PURCHASER'S OFFER; EFFECTIVE DATE

The Purchaser's execution of this Agreement shall constitute an offer to the Vendor.
The Purchaser understands that this Agreement shall only become binding when fully

executed by an authorized representative of the Vendor and delivered to the Purchaser by hand, fax, email or by any other method described in this Agreement. The effective date of this Agreement ("Effective Date") is the date of acceptance (execution) by an authorized representative of the Vendor.

24. COUNTERPARTS AND TELECOPIED SIGNATURES

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be original, but such counterparts or duplicates shall together constitute one and the same agreement. A facsimile signature of the parties is permitted and shall be deemed given as of the date and time of the transmission of this Agreement by fax to the other party.

25. RESOLUTION OF DISPUTES

All disputes, differences, issues which shall at any time hereinafter arise regarding this Agreement between the parties hereto touching or concerning this Agreement or its construction or effect or as to the rights, duties or liabilities of the parties hereto or any or either of them under or by virtue of this Agreement or otherwise or as to any other matter in anyway connected with or arising out of or in relation to the subject matter of this Agreement shall be referred to and be determined by arbitration in accordance with or subject to the provisions of the Arbitration Act, 2013 of the Laws of the Territory of the Virgin Islands or any statutory modification or re-enactment thereof for the time being in force. The place and centre of arbitration shall be the British Virgin Islands. In the event that, at the time of the dispute, the British Virgin Islands has not yet brought into effect procedural rules governing the arbitration process, then the place of arbitration shall be the British Virgin Islands but the arbitration shall take place in accordance with the rules of the American Arbitration Association then in force.

The arbitrator shall in all cases be independent and demonstrably experienced in the subject matter of the dispute and shall act as an arbitrator and not as an expert and whose decision shall save in the case of manifest error be final and binding upon the Parties.

The arbitrator shall be appointed by the parties or failing such appointment within one (1) month of either party having given notice to the other of their wish to appoint an arbitrator, on the application of either party to the President for the time being of the British Virgin Islands Bar Association, who shall in that case nominate the arbitrator.

26. **RISK**

The Property shall be at the risk of the Vendor until Closing.

27. **ENTIRE AGREEMENT**

The Purchaser certifies that he has read every provision of this Agreement and any addendum incorporated herein by reference. All understandings and agreements between the parties are merged into this Agreement (which Agreement shall include any addenda attached hereto executed by Purchaser and Vendor), which fully and completely expresses the agreement between Purchaser and Vendor and which shall be deemed to contain all the terms and conditions agreed upon by Purchaser and Vendor. The Purchaser and Vendor acknowledge that no person including any sales agent of the Vendor or any other real estate brokerage firm is authorized to make any representation or to provide any information contrary to or in addition to the information contained in this Agreement or in the Community Declaration or rules, as amended. The Purchaser and the Vendor acknowledge that there are no outside conditions, representations, warranties or other agreements, written or oral, between the parties, or their representatives and agents (including the Vendor's sales representatives) or if made are not relied upon, other than as contained in this Agreement. This Agreement may not be amended or modified in any manner other than by an agreement in writing signed by all of the parties hereto. **BY EXECUTING THIS AGREEMENT, PURCHASER ACKNOWLEDGES AND AGREES TO THE FOREGOING PROVISION REGARDING THIS AGREEMENT.**

28. **ASSIGNABILITY**

The Purchaser has no right to assign, sell or transfer their interest in this Agreement (whether voluntarily or by operation of law or otherwise) without the Vendor's prior

written consent provided that the Purchaser shall have the right to acquire the Property in the name of a nominee entity 100% owned by the Purchaser. If the Purchaser attempts to assign this Agreement in violation of this Clause, the Vendor can declare the Purchaser in default and the Vendor shall be entitled to all remedies available under this Agreement. The Purchaser agrees that the Vendor may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge the Purchaser a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. The Vendor may assign or transfer its interest in this Agreement without the Purchaser's consent. If the assignee or transferee assumes the Vendor's obligations contained in this Agreement, the Vendor will not be liable to Purchaser for any acts, omissions or defaults of the assignee or transferee and the Vendor shall have no further obligations under this Agreement.

29. TIME IS OF THE ESSENCE; TIME PERIODS

Time is of the essence under the Agreement. In computing time periods of less than six (6) days, Saturdays, Sundays and state or national legal holidays in both the Territory of the Virgin Islands and the Purchaser' country of residence shall be excluded. Any time periods which end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next working day.

30. NO RECORDING

The Purchaser shall not record this Agreement or any memorandum or notice thereof in any public records. Such act by the Purchaser shall constitute a default hereunder. The Purchaser agrees, if the Purchaser does record this Agreement in any such public records, to pay all of the Vendor's legal fees and expenses, and paraprofessional fees and expenses incurred in removing the exception to title caused by such recordation.

31. GOVERNING LAW; INTERPRETATION

This Agreement will be construed in accordance the law of the Territory of the Virgin Islands and the parties hereby submit to exclusive jurisdiction in the Territory of the Virgin Islands.

This Agreement shall be interpreted to uphold and enforce the binding effect of all provisions hereof and, at the same time, to do justice to all parties in the event of doubt or ambiguity. This Agreement shall be construed as a whole, with no importance being placed upon the order of the clauses as they appear herein. The headings of clauses and sub-clauses are for reference purposes only, and shall not limit in any way the contents, application or effect thereof. The parties have participated fully in the negotiation and preparation hereof, and, accordingly, the Agreement shall not be more strictly construed against one or the other.

All pronouns and variations used herein shall refer to the masculine, feminine or neuter and any word used herein shall refer to the singular or plural as required or appropriate to the context. Any reference to a corporation shall refer to its successors or assigns by merger, consolidation or otherwise.

32. WAIVER

No waiver of any terms of this Agreement shall be valid, unless in writing and signed by the party against whom such waiver is asserted. In any event, no waiver shall operate or be construed as a waiver of any future required action or of any subsequent breach.

33. INCORPORATION AND SEVERABILITY

The explanations and disclaimers set forth in the Community Declaration and Subdivision Plan are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

34. SURVIVAL

All rights, obligations and liabilities hereunder, shall survive the termination of the Agreement, except as otherwise specifically stated herein.

35. PERSONAL INSPECTION

The Purchaser acknowledges that prior to the execution of this Agreement either the Purchaser or his representative has made a personal, on-the-lot inspection of the

Property, or the Purchaser has waived his right to such inspection. In either case, the Inspection Certification attached hereto as Exhibit 2 shall be executed by Purchaser in conjunction with the execution of this Agreement.

36. EXHIBITS

The following Exhibits are attached hereto and incorporated herein by this reference: Exhibit 1, Wire Transfer Instructions, Exhibit 2, Inspection Certification and Exhibit 3, Scrub Island Real Estate Affiliation Disclosure.

IN WITNESS WHEREOF, the Purchaser and the Vendor have entered into this Agreement as of the Effective Date.

SIGNED on behalf of the Vendor)
By its director)

in the presence of:)
)
)




Witness

SIGNED by the Purchaser)
THOMAS E SKILLING III)

in the presence of:)
)


THOMAS E SKILLING III


Witness

EXHIBIT 1

Wire transfers should be made according to the following instructions:

To: FirstBank Puerto Rico
P.O. Box 9146
1519 Ponce de Leon Ave.
Santurce, PR 00908
Routing/ABA 221571473
SWIFT: FBPRPRSJ

Beneficiary: O'Neal Webster
Acct. No. 7285014341

Message: Purchaser/Skilling

EXHIBIT 2
INSPECTION CERTIFICATION

THIS INSPECTION CERTIFICATION (this "Addendum") is executed in conjunction with and, by this reference, incorporated into Scrub Island Property Sale and Purchase Agreement (the "Agreement") dated as of the 31 day of JANUARY, 2017 between Thomas E. Skilling (the "Purchaser") and SCRUB ISLAND DEVELOPMENT GROUP LIMITED (the "Vendor").

ADDITIONAL TERMS:

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement.

2. Certification. Check one:
 - Purchaser hereby acknowledges that Purchaser personally made an on-Property inspection of the Property, or the Purchaser's representative personally made an on-side inspection of the Property, on the date set forth below.

 - Purchaser hereby waives his right to make an on-Property inspection of the Property on the date set forth below.

3. Inspection or Waiver Prior to Purchase. Purchaser further acknowledges that this inspection or waiver of inspection was made prior to the signing of the Agreement.

4. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

PURCHASER(S):

Date: 1/31/2017

Date: _____

Thomas E. Skilling III

DEPOSIT RECEIPT

Pursuant to the terms and conditions of this Agreement, Escrow Agent acknowledges receipt by

check wire transfer

of the Deposit from _____ in the amount of
\$ _____ (subject to clearance of funds) this ____ day of _____,
2017.

ESCROW AGENT:

O'Neal Webster

By: _____

Print Name: _____

EXHIBIT 3

Scrub Island Real Estate Affiliation Disclosure

1. The seller of the Real Estate is not owned by or under common ownership or Control with Marriott International, Inc. ("Franchisor"), and Franchisor has not agreed and will not agree to assume, guarantee or otherwise be responsible for any of the obligations, acts or omissions of the seller in connection with the Marketing of Real Estate;
2. Neither Franchisor nor any of its Affiliates has participated (nor will Franchisor or any of its Affiliates participate) in any manner in the Marketing of Real Estate;
3. The Condominium Marketing Materials have not been approved or endorsed by Franchisor; Franchisor has not in any way passed on the merits of, or the matters set forth in, the Condominium Marketing Materials; and Franchisor is not responsible for, does not endorse and is not making any representation or warranty, express or implied, with respect to the information contained in these documents;
4. The relationship of Franchisor to the Hotel is merely that of a licensor of a franchise to operate a hotel using the Proprietary Marks and System in accordance with and subject to the terms and conditions contained in the Franchise Agreement, and neither Franchisee nor the Hotel is affiliated with the Franchisor in any way;
5. In the case of Condominium Marketing Material concerning the Non-Program Units, the Non-Program Units will not be part of, or operated as a part of the Hotel, although such Units will be located within the same building as Program Units that are part of the Hotel;
6. Program Units will be used in conjunction with the operation of the Hotel, as an Autograph Collection Hotel, but the Unit Owners and Purchaser of the Real Estate will not own an interest in the Franchise Agreement, in Franchisor, its Affiliates or in the franchise itself;

7. The Unit Owners and Purchaser of the Real Estate will obtain no right to any franchise agreement or to any Proprietary Marks and will not be permitted to refer to or utilize any Proprietary Marks in connection with any resale of their Real Estate;
8. The Real Estate are being Marketed only by the Franchisee;
9. Neither Franchisor nor any of its Affiliates will be liable to the reader or any other Person for any inaccuracies or errors in, or omission of, any information or data in the Condominium Marketing Materials, for any actions taken in reliance on such information or data or for any damages arising in connection therewith or occasioned thereby;
10. Franchisor is not recommending the purchase of or any investment in the Real Estate by any Person; and
11. Franchisor expressly disclaims any duty or obligation to review or correct any of the Condominium Marketing Materials or any information or data contained therein.

EXHIBIT “B”

Dated June 19, 2017

(1) SCRUB ISLAND DEVELOPMENT GROUP LIMITED

AND

(2) NIRVANA SOUTH INC.

CLOSING STATEMENT



Simmonds Building
30 DeCastro Street
Road Town, Tortola,
British Virgin Islands

CLOSING STATEMENT
as at June 27, 2017

Vendor : Scrub Island Development Group Limited
 Purchaser : Nirvana South Inc.
 Property : Parcel 76-28, Block 3842A, Beef Island Group Registration Section, Unit G204

	\$	\$
Purchase Price:		835,975.00
Deposit Held By O'Neal Webster	(93,598.00)	

Balance of Purchase Price		742,377.00
		=====
Apportionments		
None		

Balance Due from Purchaser to Vendor at Closing		\$742,377.00
		=====
Add deposit received from O'Neal Webster		93,598.00
Less Commission Fee to Marriot (3%)	(25,079.25)	
Less Commission Fee to WayPoint (4.5%)	(37,618.88)	
Less O'Neal Webster Legal Fees	(4,500.00)	
Total Due to Vendor		<u>\$768,776.87</u>