

**IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA**

IN RE BLUEGREEN CORPORATION
SHAREHOLDER LITIGATION

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CASE NO. 502011CA018111

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

TO: All shareholders of Bluegreen Corporation (“Bluegreen”), other than Defendants or their affiliates, who exchanged their Bluegreen stock for the consideration offered pursuant to the merger of Bluegreen with or into BFC Corporation (“BFC”) or any affiliate of BFC (the “Class”). The Class also does not include those Bluegreen shareholders who previously excluded themselves from the Class.

The Court Authorized This Notice. This Is Not A Solicitation From A Lawyer.

This Notice is given pursuant to Rule 1.220 of the Florida Rules of Civil Procedure and by Order of the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida (the “Court”). The purpose of this Notice is to inform you of a class action settlement.

Court-appointed Lead Plaintiffs, Alan W. Weber, JB Capital Partners L.P., Barry Fieldman, as trustee for the Barry & Amy Fieldman Family Trust, and Alfred E. Richner (“Lead Plaintiffs”), on behalf of the Class, have reached a proposed settlement in the amount of \$36,500,000 in cash that will resolve all claims against Bluegreen Corporation, the members of its Board of Directors (the “Board”), BFC and its wholly owned subsidiaries Woodbridge Holdings, LLC (“Woodbridge”) and BXG Florida LLC (“Defendants”), and the other Released Defendant Parties (as defined below) (the “Settlement”) in this class action (the “Litigation”).

The Settlement resolves claims in the Litigation that Defendants’ breached their fiduciary duties and/or aided and abetted those breaches of fiduciary duties, avoids the costs and risks of continuing the Litigation, pays money to Bluegreen shareholders like you, and releases the Released Defendant Parties from liability.

This Notice explains important rights you may have, including your possible receipt of cash from the Settlement. Your legal rights will be affected whether or not you act. Please read this Notice carefully!

The Court in charge of the Litigation still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

PLAINTIFF CLASS

By Order dated December 18, 2013, the Court certified this action to proceed as a class action on behalf of the Class listed above, to whom this Notice is directed. The Lead Plaintiffs who have been designated as “Class Representatives” to represent the Class are Alan W. Weber, JB Capital Partners L.P., Barry Fieldman, as trustee for the Barry & Amy Fieldman Family Trust, and Alfred E. Richner.

DEFENDANTS

Defendants are Bluegreen, the members of its Board, BFC and its wholly owned subsidiaries Woodbridge and BXG Florida LLC.

FACTUAL AND PROCEDURAL HISTORY OF THE LITIGATION

On September 21, 2011, Defendants proposed a stock-for-stock merger wherein BFC would acquire all Bluegreen shares that it did not already own. Defendants announced a merger agreement on November 14, 2011, under which eight shares of BFC Class A Stock would be exchanged for every one share of Bluegreen stock not already owned by BFC (the “2011 Proposal”).

Beginning on or about November 15, 2011, the following actions were filed in state court in Florida: *Kirkland v. Bluegreen Corporation, et al.*, Case No. 502011CA018111 (the “*Kirkland Action*”), *Harriman v. Bluegreen Corporation, et al.*, Case No. 2011CA018524 (the “*Harriman Action*”), *Richner v. Levan, et al.*, Case No. 2011CA019154 (the “*Richner Action*”) and *BHR Master Fund LTD et al. v. Bluegreen Corporation et al.* Case No. 502012CA002735, collectively, the “Florida Actions”). Each complaint filed in the Florida Actions alleged breaches of fiduciary duties against Defendants relating to the 2011 Proposal.

Beginning on or about November 29, 2011, various suits were filed in the Superior Court of the Commonwealth of Massachusetts, alleging materially the same core facts and legal theories as the Florida Actions (collectively, the “Massachusetts Litigations”), including the following: *Weber et al. v. Bluegreen Corporation et al.*, Case No. 11-4330, and the *Fieldman Trust v. Bluegreen Corporation et al.*, Case No. 11-4433.

In or about December 2011, Defendants moved to stay the Massachusetts Litigations in favor of the consolidated Florida Actions (i.e. the Action), and various temporary stays were granted by the Massachusetts Superior Court and were extended from time to time, through the present. On January 12, 2012, Plaintiffs in the Litigation filed a Consolidated Amended Class Action Complaint.

On January 31, 2012, Defendants filed a motion to dismiss the Consolidated Amended Class Action Complaint. On February 29, 2012, Plaintiffs in the related Massachusetts Litigations moved to intervene in the Litigation. In the first week of March, 2012, the Plaintiffs in the Massachusetts Litigations and the Plaintiffs in the Florida Actions resolved the forum issue by agreeing to jointly litigate in Florida state court.

On April 9, 2012, Plaintiffs filed a First Amended Consolidated Complaint challenging the 2011 Merger on many grounds, including unfair price and process, disclosure failures, bad faith refusal to test the market or shop the deal, and failure to employ a majority-of-the-minority voting provision. The First Amended Consolidated Complaint added plaintiffs in the Massachusetts Litigations as named plaintiffs, including the Fieldman Trust, Weber, and JB.

Between early 2012 and mid-2014, Plaintiffs propounded various document demands. Approximately 120,000 pages of documents were eventually produced in this Litigation. During this timeframe Plaintiffs conducted or defended six witness depositions.

On May 9, 2012, Defendants filed motions to dismiss the First Amended Consolidated Complaint. On September 14, 2012, after full briefing and oral argument, the Court denied Defendants’ motions to dismiss the First Amended Consolidated Complaint. On October 12, 2012, each of two groups of defendants – the BFC Defendants and the Bluegreen Defendants – filed their respective answers and affirmative defenses to the First Amended Consolidated Complaint.

Starting on May 21, 2012, Plaintiffs’ filed Emergency Motions for a Preliminary Injunction Hearing relating to the 2011 Proposal, which were denied by the Court.

On June 19, 2012, Bluegreen stockholders approved the 2011 Proposal. However, the 2011 Proposal never closed because a requirement of the 2011 Proposal, that BFC shares obtain a listing on a national stock exchange, did not occur. As a result, on November 15, 2012, BFC and Bluegreen announced the termination of the 2011 Proposal. At the same date and time, Defendants announced that they had entered into a new agreement under which BFC would buy all of the outstanding Bluegreen shares that BFC did not already own for \$10.00 per share in cash (the “2012 Merger Agreement” or the “2012 Proposal” or the “Merger”).

On December 3, 2012, Plaintiffs filed the First Supplement to the Consolidated Amended Class Action Complaint alleging the facts of the newly proposed cash-for-stock transaction. The 2012 Proposal necessitated that many transaction-specific aspects of discovery had to begin anew, including depositions of several parties and other witnesses already deposed in the Litigation relating to the 2011 Proposal.

On January 14, 2013, Plaintiffs filed a Motion to Compel Discovery. By February 15, 2013, Plaintiffs’ filed a Second Amended Class Action Complaint.

On February 21, 2013, Defendants filed the Definitive Proxy on Form DEFM 14A with the SEC soliciting their vote to approve the Merger (the “Proxy”) and scheduling a shareholder vote on the 2012 Proposal for March 13, 2013. On the same date, Plaintiffs filed a Motion for Preliminary Injunction of the 2012 Proposal.

On February 22, 2013, Plaintiffs filed a Motion for Class Certification and Supporting Memorandum of Law. On February 28, 2013, Defendants filed their respective answers and affirmative defenses to the Second Amended Class Action Complaint.

On March 28, 2013, Bluegreen shareholders voted to approve the Merger. On April 2, 2013, the Merger was consummated.

Over the next several months, numerous witness depositions were taken, and many discovery-related motions were made accompanied by lengthy legal briefs filed by Lead Plaintiffs and Defendants (together, the “Parties”).

After an extensive hearing and argument held on December 6, 2013 on Plaintiffs’ Motion for Class Certification, and following submission by the Parties of competing proposed orders, the Court granted the Motion and certified the Class by order signed and entered on December 18, 2013 (the “Class Certification Order”). Thereafter, the initial class notice was sent to members of the Class (“Class Members”).

Fact discovery closed on April 27, 2014.

On May 19, 2014, Plaintiffs and Defendants exchanged expert reports. Numerous motions were made, briefed and argued by the Parties before the Court challenging each others experts and their respective reports.

On September 30, 2014, Defendants filed and briefed a “*Daubert* Motion” titled “Motion to Exclude the Opinions and Proposed Testimony of [Plaintiffs’ valuation expert] Frank C. Torchio.” On the same day, September 30, 2014, Defendants filed and briefed a Motion for Summary Judgment based on the presumed exclusion of Plaintiffs’ valuation expert’s report and testimony. On December 9, 2014, the Court denied Plaintiffs’ Motion to Compel Production of Documents relevant to Defendants’ opinion testimony.

On January 22, 2015, the Court held oral argument regarding the various motions and cross-motions as to the proposed expert testimony of the Parties. On March 30, 2015, the Court held oral argument on pending discovery and preclusion motions. At that hearing, the Court issued deadlines for dispositive motions and the briefing thereon.

On April 6, 2015, the Court issued a series of Orders which resulted in, among other things, the exclusion of Plaintiffs’ proposed industry expert.

On April 15, 2015, Plaintiffs moved for Partial Summary Judgment as to issues regarding the proper standard of judicial review of fiduciary conduct in this suit and the proper date of valuation of Bluegreen. In support thereof, Plaintiffs submitted a 30-page brief, transmittal affidavit, and evidence. That date Plaintiffs also responded to Defendants’ motions seeking to exclude Plaintiffs’ valuation expert.

On April 30, 2015, after both Parties’ valuation experts were deposed, Plaintiffs took the deposition of Defendants’ timeshare industry expert. That deposition was the 26th deposition in this litigation.

After the Parties completed briefing on their competing summary judgment motions and Defendants’ motions to exclude Plaintiffs’ valuation expert, the Parties agreed to see whether they could resolve the Litigation. In this regard they agreed to mediate their dispute. Following preparation and submission by each side of extensive mediation statements, on June 5, 2015, the Parties attended a 13-hour mediation in Ft. Lauderdale, Florida before an experienced mediator. The mediation resulted in the instant Settlement, as memorialized by a Memorandum of Understanding executed by the Parties that night (“MOU”).

On June 26, 2015, the parties executed a Stipulation of Settlement memorializing all of the terms of the class action settlement.

On July 7, 2015, the Court preliminarily approved the Settlement and issued the Preliminary Approval Order authorizing this Notice and setting a Final Approval Hearing for September 9, 2015 at 10:00 AM.

STATEMENT OF PLAINTIFFS’ RECOVERY

Subject to Court approval, and as described more fully, Lead Plaintiffs, on behalf of the proposed Class, have agreed to settle all claims asserted in the Litigation in exchange for a payment of \$36,500,000 in cash (the “Settlement Amount”) to be deposited into an interest-bearing escrow account (the “Settlement Fund”). Class Members will receive their pro rata share of the Settlement Fund after deduction of Court-approved attorneys’ fees and expenses, taxes, and notice and administration costs. Any unclaimed amounts shall revert to the Defendants that contributed to the Common

Fund. It is anticipated that Class Members will receive approximately \$2.50 per share less the aforementioned costs and fees described in more detail below.

STATEMENT OF POTENTIAL OUTCOME OF THE CASE

The settling Parties do not agree on whether Lead Plaintiffs would have prevailed on the merits of their claims against the Defendants, nor do they agree on the amount of damages per share that might be recoverable if Lead Plaintiffs were to prevail on the claims against the Defendants. The Defendants deny that they have any liability whatsoever for any of the claims that Lead Plaintiffs alleged in their complaints. The issues on which the Parties disagree include, for example: whether any of the Defendants breached any fiduciary duties or omitted any material facts in their SEC filings, and whether the Plaintiffs or the Class Members were entitled to any additional consideration as a result of the Merger.

IDENTIFICATION OF CLASS COUNSEL

Lead Plaintiffs and the Class are being represented by (i) Wolf Popper LLP, a law firm based in New York, NY; (ii) Prickett Jones & Elliott, P.A., a law firm based in Wilmington, DE; (iii) Law Office of Frank DiPrima, P.A., a law firm based in Morristown, NJ; (iv) Levi & Korsinsky LLP, a law firm based in New York, NY and Washington, DC; and (v) Brodsky & Smith, LLC, a law firm based in Bala Cynwyd, PA (“Class Counsel”). Any questions regarding the Settlement should be directed to Chet Waldman, Esquire of Wolf Popper LLP at (877) 370-7703.

Class Counsel were appointed to represent all Class Members. The Court will determine the amount of Plaintiffs’ Counsels’ fees and expenses. You will not be separately charged for these lawyers. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

WHY THERE IS A SETTLEMENT

The Court did not decide in favor of Lead Plaintiffs or the Defendants. The Settlement will end all the claims against the Defendants in the Litigation and avoid the uncertainties and costs of further litigation and any future trial. Bluegreen shareholders will be able to receive substantial compensation immediately, compared to the risk that no recovery or a smaller recovery might be achieved after the Court decides the pending motions for summary judgment or to preclude Plaintiff’s valuation expert, a contested trial and likely appeals are resolved, possibly years into the future. Settlement was reached after almost four years of hard-fought litigation. Lead Plaintiffs, through Plaintiffs’ Counsel, conducted an extensive investigation of the claims and underlying events and transactions relating to the Litigation. This investigation included, as stated above, among other things, (1) reviewing and analyzing over 120,000 pages of documents; (ii) the taking and defending of 26 depositions; and (iii) the filing and defending of voluminous motions to dismiss, to compel discovery, to preclude experts, to overrule claims of privilege, and for summary judgment. Finally, Plaintiffs’ Counsel and Lead Plaintiffs participated in protracted and hard-fought arm’s-length negotiations and mediation before an experienced mediator prior to entering into the Settlement. Plaintiffs’ Counsel and Lead Plaintiffs believe that Settlement is advisable because it will avert several risks, including the (a) risk of losing the Litigation, (b) risk of a smaller recovery than that achieved in the Settlement, (c) risks on appeal even if the case is won on the trial court level, (d) risk of the passage of time, possibly years, before any recovery is monetized, especially if an award is appealed, and (e) credit risks. For the Defendants, who deny all allegations of liability and deny that any Class Members were damaged, the principal reason for the Settlement is to eliminate the burden, expense, uncertainty, and risk of further litigation. The Settlement should not be seen as an admission or concession on the part of the Defendants about any of the claims, their fault or liability for damages.

WHO IS ENTITLED TO SETTLEMENT FUNDS

The Court determined that everyone who fits the following description, and has not excluded themselves after the initial court ordered class notice was sent to the Class on or about December 18, 2013, is a member of the Class, or a “Class Member”:

All shareholders of Bluegreen who have not previously opted-out of the Class, other than Defendants or their affiliates, who exchanged their Bluegreen stock for the consideration offered pursuant to the Merger of Bluegreen with and into BFC or any affiliate of BFC.

ARE THERE EXCEPTIONS TO BEING INCLUDED IN THE CLASS

Class notice and an opportunity to opt-out was already given to the Class on or about December 18, 2013. If you did not opt-out or exclude yourself from the Class at that time, you are no longer able to opt-out or exclude yourself at this time. There are some people who already excluded themselves from the Class. They are no longer Class Members and will not receive any proceeds from the Settlement Fund. Also excluded from the Class are Defendants and their affiliates.

You are a Class Member only if you (or your broker on your behalf) directly held Bluegreen common stock, or if you are a legal representative, heir, successor or assign of someone who did so, and were cashed out at \$10.00 per share in exchange for your Bluegreen shares in connection with the Merger.

If you are still not sure whether you are included, you can ask for help by writing to or calling the Settlement Administrator, at KCC Class Action Services, P.O. Box 43251, Providence, RI 02940-3251; within the U.S. and Canada: 1-866-438-5369, or outside the U.S. and Canada: 781-575-2752

HOW AND WHEN WILL I RECEIVE PAYMENT

Anyone who received or was sent \$10.00 per share in exchange for their Bluegreen shares in the consummation of the Merger, will receive their pro rata share of the Settlement Fund after deduction of Court-approved attorneys' fees and expenses, taxes, and notice and administration costs. The Settlement Amount equates to approximately \$2.50 per Bluegreen share before deducting the fees and costs described below. A check or money by wire will be sent to the registered agents, broker-dealers and other agents who are stockholders of record on behalf of shareholders holding in street name, or known beneficial holders of Bluegreen stock, in the same manner in which the original \$10.00 per share Merger consideration was sent. Any Class Member who does not accept payment after 120 days of receipt thereof by, for example, cashing a settlement check, shall forfeit the right to said monies and the amount shall revert back to the Defendants.

The Court will hold a hearing on September 9, 2015 at 10:00 AM, to decide whether to, among other things, approve the Settlement. If the Court approves the Settlement, there may still be appeals which would delay payment, perhaps for more than a year.

WHAT CLASS MEMBERS ARE GIVING UP IF THE SETTLEMENT IS APPROVED

Unless you have excluded yourself or are an excluded Class Member, you will stay in the Class, which means that as of the date that the Settlement becomes effective under the terms of the Stipulation (the "Effective Date"), you will forever give up and release all "Released Claims" (as defined below) against the "Released Persons" (as defined below). You will not in the future be able to bring a case asserting any Released Claim against the Released Persons.

(a) "Released Claims" any and all claims, demands, rights, actions or causes of action, liabilities, damages, losses, obligations, judgments, suits, fees, expenses, costs, matters, and issues of any kind or nature whatsoever, whether known or unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, hidden or concealed, matured or unmatured, that have been, could have been, or in the future can or might be asserted in the Litigation or in any court, tribunal, or proceeding (including, but not limited to, any claims arising under federal, state, foreign, or common law relating to alleged fraud, breach of any duty, negligence, the federal securities laws, and any state disclosure law) by or on behalf of any member of the Class, based on or relating to his, her, or its ownership of Bluegreen common stock (whether individual, class, derivative, representative, legal, equitable, or any other type or in any other capacity) which have arisen, could have arisen, arise now or hereafter arise out of or relate in any manner to the allegations, facts, events, acquisitions, matters, acts, occurrences, statements, representations, misrepresentations, omissions, or any other matter, thing or cause whatsoever, or any series thereof, embraced, involved or set forth in, or referred to or otherwise related in any way to: (i) the Merger; (ii) the adequacy of the consideration to be paid to Bluegreen shareholders in connection with the Merger; (iii) the fiduciary obligations, if any, of the Defendants or Released Persons in connection with the Merger; (iv) the negotiations in connection with the Merger; (v) the processes, events and analyses leading up to the Merger; (vi) the disclosures or disclosure obligations of any of the Defendants or Released Persons in connection with the Merger; or (vii) the negotiation, execution, or approval of the Stipulation of Settlement, or the Settlement; provided, however, that the Settled Claims shall not include any claims to enforce the Stipulation of Settlement or any rights, if any, under Fla. Stat. §§ 607.1301-607.1333.

(b) "Released Persons" shall mean Defendants and their respective families, parent entities (including BBX Capital Corporation), associates, affiliates or subsidiaries, and each and all of their respective past, present or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors, advisors, consultants, accountants, investment bankers, commercial bankers, trustees, engineers, agents, insurers, co-insurers and reinsurers, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, heirs, executors, personal or legal representatives, estates, administrators, predecessors, successors and assigns, whether or not any such Released Persons were named, served with process or appeared in the Litigation.

STATEMENT OF ATTORNEYS' FEES AND LITIGATION EXPENSES SOUGHT

Plaintiffs' Counsel have not received any payment for their services in pursuing the claims against the Defendants on behalf of the Class, nor have they been reimbursed for their litigation expenses. At the Settlement Hearing described below, or at such other time as the Court may order, Plaintiffs' Counsel will ask the Court to award them, from the Settlement Fund, attorneys' fees of up to, and no more than, Twelve Million Dollars (\$12,000,000), plus interest from the date of funding at the same rate as earned by the Settlement Fund, and to reimburse them for their actual out-of-pocket litigation expenses specific to this Litigation, such as the cost of experts, transcripts and court costs, mediator costs, and the cost of travel, that they have incurred in pursuing the Litigation. The request for reimbursement of expenses will not exceed \$800,000. Plaintiffs' Counsels' overall request for reimbursement of litigation expenses will include a request for a Service Award to the former Bluegreen shareholders who served as Lead Plaintiffs in an amount that will not exceed \$10,000 for each Lead Plaintiff. Accordingly, all legal fees, reimbursed expenses, and service awards combined shall in no event exceed Twelve Million, Eight Hundred Thirty Thousand Dollars (\$12,830,000) out of a common fund of Thirty Six Million Five Hundred Thousand Dollars (\$36,500,000).

WHAT TO DO IN THE EVENT YOU DO NOT LIKE SOMETHING ABOUT THE PROPOSED SETTLEMENT

If you are a Class Member and have not opted out or excluded yourself from the Class, you can object to any part of the Settlement, the application by Plaintiffs' Counsel for attorneys' fees and reimbursement of expenses and/or the Service Awards to the Lead Plaintiffs. You must write to the Court setting out your objection, giving reasons why you think the Court should not approve any part or all of the Settlement. To object, you must, not later than fourteen (14) calendar days prior to the Fairness Hearing, file with the Court and serve upon counsel listed below: (a) proof of your membership in the Class; (b) a written notice of intention to appear; (c) a statement of your objection(s) to any matters before the Court; (d) the grounds for such objections and the reasons that you desire to appear and be heard as well as all documents or writings you desire the Court to consider, and (e) a statement indicating the number of times in the past three years you and/or your own hired counsel have objected to a class action settlement, listing each one by name of case, jurisdiction, and docket number and outcome of the objection. Such filings shall be served upon the following counsel:

WOLF POPPER LLP
Chet B. Waldman, Esquire
845 Third Avenue
New York, New York 10022

Attorneys for Class

AKERMAN LLP
Brian P. Miller, Esquire
One Southeast Third Avenue, 25th Floor
Miami, FL 33131-1714

Attorneys for Bluegreen Defendants

STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
Eugene E. Stearns
150 W. Flagler Street, Suite 2200
Miami, FL 33130

Attorneys for the BFC Defendants

Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or in any other action or proceeding.

THE FINAL APPROVAL HEARING IS WHERE THE COURT WILL DECIDE WHETHER TO APPROVE THE PROPOSED SETTLEMENT

The Court will hold a Settlement Hearing at 10:00 AM on September 9, 2015, in Courtroom 11-A of the Circuit Court of the Fifteenth Judicial Circuit, Main Judicial Complex: 205 North Dixie Hwy., West Palm Beach, FL 33401. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court also will consider the applications for attorneys' fees and reimbursement of expenses and Service Awards for each of the Lead Plaintiffs. The Court will take into consideration any written objections filed in accordance with the instructions set out above. We do not know how long it will take the Court to make these decisions. You should also be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to come to the hearing, you should check with Lead Counsel before coming to be sure that the date and/or time has not changed.

You need not come to the hearing. Lead Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you validly submit an objection, it will be considered by the Court. You do not have to come to Court to talk about it.

If you file an objection, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection a statement that it is your "notice of intention to appear." Persons who object and want to present evidence at the Settlement Hearing must also include in their written objection the identity of any witness they may call to testify and exhibits they intend to introduce at the Settlement Hearing. You cannot speak at the hearing if you excluded yourself from the Class or if you have not provided written notice of your intention to speak at the Settlement Hearing according to the procedures described above.

If you are a Class Member and you do nothing, you will receive your pro rata share of the Settlement Amount, after deduction of Court-approved attorneys' fees and expenses, taxes, and notice and administration costs, if the Court approves the Settlement, but you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants and the Released Defendant Parties about the Released Claims in this case. Any Class Member who does not accept payment after 120 days of receipt thereof by, for example, cashing a settlement check, shall forfeit the right to said monies and the amount shall revert back to the Defendants. However, Class Counsel has the right to contact Class Members who have not accepted payment after 90 days of being sent payment and warning them that their time to accept payment is expiring which would result in their forfeiture of said payment.

ADDITIONAL PROVISIONS

This Notice summarizes the proposed Settlement. More details are in the Stipulation and Agreement of Settlement, dated as of June 26, 2015 (the "Stipulation"). You may review the Stipulation filed with the Court and all documents filed in the Litigation during business hours at the Clerk of the Court's Office, Circuit Court of the Fifteenth Judicial Circuit, Main Judicial Complex: 205 North Dixie Hwy., West Palm Beach, FL 33401.

You also can call the Settlement Administrator within the U.S. and Canada: 866-438-5369, or outside the U.S. and Canada call: 781-575-2752; call Class Counsel: Chet Waldman, Esquire of Wolf Popper at 877-370-7703; write to Settlement Administrator at In re Bluegreen Corporation Shareholder Litigation c/o KCC Class Action Services, P.O. Box 43251, Providence, RI 02940-3251; and ask for copies of this Notice or the Stipulation. Please Do Not Call the Court or Bluegreen with Questions About the Settlement.

If you change your address, or if this Notice was not mailed to your correct address, you should immediately send written notice to the Settlement Administrator at: In re Bluegreen Corporation Shareholder Litigation, c/o KCC Class Action Services, P.O. Box 43251, Providence, RI 02940-3251

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you held Bluegreen Common stock for the beneficial interest of a person or organization other than yourself and held it as of April 2, 2013, the date the Merger became effective and no longer traded on the New York Stock Exchange, the Court has directed that, WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, you either: (a) provide to the Settlement Administrator the name and last known address of each person or organization for whom or which you purchased or otherwise acquired Bluegreen common stock (preferably in an MS Excel, .CSV, or .TXT format), setting forth (i) title/registration, (ii) street address, and (iii) city/state/zip; (b) provide computer-generated mailing labels; or (c) request additional copies of this Notice, which will be provided to you free of charge, and within ten (10) calendar days of receipt of such copies send them by First-Class Mail directly to the beneficial owners of those Bluegreen shares. If you choose to follow alternative procedure "(c)" above, the Court has directed that, upon such mailing, you shall send a statement to the Settlement Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expenses and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid after request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Settlement Administrator at In re Bluegreen Corporation Shareholder Litigation c/o KCC Class Action Services, P.O. Box 43251, Providence, RI 02940-3251. Phone within the U.S. and Canada: 1-866-438-5369; phone outside the U.S. and Canada: 781-575-2752 Fax: 312-601-2318 or email at BluegreenShareholderLitigation@kccllc.com.

DO NOT TELEPHONE THE CLERK OF THE COURT OR HIS HIS OFFICE.

DATED: July 7, 2015

BY ORDER OF THE COURT CIRCUIT
COURT OF THE FIFTEENTH JUDICIAL CIRCUIT, PALM
BEACH COUNTY, FLORIDA

In re Bluegreen Corporation Shareholder Litigation

c/o KCC Class Action Services

P.O. Box 43251

Providence, RI 02940-3251

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