

DISCLOSURE GUIDE TO THE REGISTRY COLLECTION

1. DEFINITIONS. Unless otherwise defined herein, the capitalized terms in this Disclosure Guide (“Disclosure Guide”) to The Registry Collection (the “Collection”) shall be given the meanings set forth in The Registry Collection Terms and Conditions (“Terms and Conditions”), which are also set forth in this Disclosure Guide.

2. SCOPE AND PURPOSE OF DISCLOSURE GUIDE.

This Disclosure Guide is provided to explain the Collection exchange program offered to Members by RCI. The Collection includes the Reservation System through which Members exchange and reserve use of Vacation Time and Partner Inventory. This Disclosure Guide is not intended to be an exhaustive description of a Member’s rights and obligations within the Collection. Members should carefully review their Member Agreement, the Terms and Conditions and the other Collection Documents in order to gain a full understanding of the terms, conditions, operation and use of the Collection.

RCI is the operator of the Collection and is offering the Collection as an exchange program. No government agency has approved or disapproved the merits of the exchange program.

3. THE EXCHANGE COMPANY. RCI is a Delaware limited liability company with its principal offices located at:

7 Sylvan Way
Parsippany, NJ 07054

The Collection is owned and operated by RCI and exchanges are processed at the address set forth in section 7(c) of the Terms and Conditions. RCI is a subsidiary of Cendant Corporation, a Delaware corporation.

Officers

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Chairman and Chief Executive Officer
7 Sylvan Way, Parsippany, NJ 07054

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President and General Manager
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Stephen P. Holmes
Manager
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Eric J. Bock
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Anne Morrison
Vice President and Assistant Secretary
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Jeffrey W. Parker
Vice President
9998 North Michigan Road, Carmel, IN 46032

Jean Marie Sera
Vice President and Assistant Secretary
1 Campus Drive, Parsippany, NJ 07054

RCI provides the Collection and other related services and benefits to Members. RCI is an independent exchange service company and is not owned, operated or controlled by a Collection Resort, Associate Resort, developer, seller, managing entity or vacation ownership plan participating in the Collection. **Other than as stated in this paragraph, neither RCI nor any of its officers or directors has any legal or beneficial interest in any developer, Collection Resort, seller, managing entity or vacation ownership plan participating in the Collection. Fairfield Resort Management Services, Inc. ("FRMS"), a resort management company, Fairfield Resorts, Inc. ("Fairfield"), Trendwest Resorts, Inc. ("Trendwest") and Equivest Finance, Inc. ("Equivest"), timeshare companies, and their respective subsidiaries, are subsidiaries of Cendant Corporation ("Cendant"). Cendant is the parent**

corporation of RCI. Neither Fairfield, Trendwest nor Equivest develops, nor does FRMS currently manage, any of the Collection Resorts of the Collection. Those Associate Resorts, if any, that are FRMS, Fairfield, Trendwest and/or Equivest are marked with a plus symbol "+" in the Property List. Some officers and/or directors of Cendant may from time to time serve as officers and/or directors of RCI, FRMS, Fairfield, Trendwest and/or Equivest and vice versa. Certain officers and directors of RCI may own, or have rights to acquire, shares of stock in Cendant.

Any decision to purchase Vacation Time should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of Vacation Time at the Collection Resort or Associate Resort and not upon the anticipated benefits of the Collection. The Collection Resort or Associate Resort at which Vacation Time is purchased is solely responsible for its financial viability and the quality of its Units, facilities, amenities, management and services.

4. PARTICIPATION IN THE COLLECTION. The Collection uses a Deposit system. From and after the time of Deposit, all rights of use, occupancy, access and enjoyment in respect to the Deposited portion of the Member's Vacation Time are subject to the Collection. The Member retains title to the Vacation Time, subject to this Deposit. The Deposit is for the benefit, use and enjoyment of RCI in accordance with the Collection Documents.

Participation in the Collection is voluntary. The rights and terms of such membership may vary between Members. Membership in the Collection may be offered for varying lengths of time.

The Deposit of Vacation Time and availability of Credits to a Member does not relieve a Member of the obligation to pay Vacation Time Expenses. Vacation Time Expenses shall remain the obligation of the Member and are not assigned or delegated to or assumed by RCI. **Member privileges may be suspended, among other reasons, if a Member's Vacation Time Expenses have not been paid when due. Special charges, user fees or government taxes that may not be required by a Member's Property may be charged to the Member or Guest by a Collection Resort or Associate Resort at which that Member or Guest obtains a Reservation.** If so, it is the Member's or Guest's obligation to pay those charges, dues, fees or taxes, and not the obligation of the Collection, RCI or any Collection Resort or Associate Resort. Failure by a Member or Guest to pay Vacation Time Expenses or other outstanding charges, dues, fees or taxes may result in suspension or termination of membership.

The Member Agreement is a separate and distinct agreement from any agreement that a Member may have with the developer or seller of a vacation plan,

including any agreement with the developer or seller to purchase, occupy or use Vacation Time or other property or benefits. The Collection provides an opportunity to obtain exchanges pursuant to Reservations and/or Partner Inventory and does not provide a right to occupy any specific Unit or Units.

5. COLLECTION PROCEDURES AND

OBLIGATIONS. The terms and conditions of a Member's contractual relationship with the Collection and the procedures for utilizing the Collection are contained in the Terms and Conditions set forth in this Disclosure Guide.

THIS DISCLOSURE GUIDE AND THE COLLECTION DOCUMENTS, INCLUDING THE TERMS AND CONDITIONS, ARE SUBJECT TO CHANGE BY RCI WITHOUT ADVANCE NOTICE, INCLUDING, BUT NOT LIMITED TO, FEES, BENEFITS AND RESERVATION PROCEDURES AND PRIORITIES.

6. MEMBER AND TRANSACTION FEES.

(a) Annual Member Dues. Annual Member Dues are payable by Members to the Collection each year. The 2005 Annual Member Dues are:

- **\$199 USD for Collection Members**
- **\$199 USD for Associate Members whose membership in the Collection is through RCI Points**
- **\$149 USD for Associate Members whose membership in the Collection is through RCI Weeks**

(b) Transaction Fees. Each time a Member makes a Transaction, including making a Reservation for a Collection Resort, Associate Resort or Partner Inventory, the Member may be charged a Transaction fee. The 2005 Transaction fees are:

- (i) **Collection Resort Vacation Time Reservations (7-night increments only): \$189 USD**
- (ii) **Partner Inventory Reservations: \$250 USD**
- (iii) Associate Resort Vacation Time Reservations (not available to Associate Members):

(A) Properties affiliated with RCI Weeks (7-night increments only):

- (1) **Domestic Exchanges: \$149 USD for Collection Members**
- (2) **International Exchanges: \$189 USD for Collection Members**

(B) Properties affiliated with RCI Points:

(1) **For 5 nights or more: \$79 USD for Collection Members**

(2) **For 4 nights or less: \$19 USD per night for Collection Members**

(iv) **Partner Inventory Reservations (cash only): no charge**

(v) **Saving or Borrowing of Credits: no charge**

(vi) **Reactivation: \$450 USD**

The above fees may vary for corporate participation or other programs offered by or through RCI. From time to time, in order for RCI to obtain more favorable inventory for its Members, RCI may waive certain fees. In addition, RCI may increase or decrease any fees. Members will be advised by RCI of any fee changes pursuant to the same means by which RCI informs Members as to amendments to the Terms and Conditions. Finally, RCI reserves the right to charge fees in addition to those outlined above.

RCI policy is to service Members where they reside, providing convenient hours and telephone access and, where appropriate, access to Collection representatives who speak the respective Member's home language. If you do not have a residence address in the US, and only have a residence address outside the US, you will be serviced by the RCI regional office for the country where you reside. In that event the program rules applied and fees charged will be those applicable in that region. For regional fees current as of the publication date, see Addendum 1 (following the Terms and Conditions). Due to currency fluctuations, the fees paid to your respective regional office may vary.

7. COLLECTION RESORTS / ASSOCIATE

RESORTS. The names and addresses of all currently participating Collection Resorts and Associate Resorts as of May 7, 2005, are set forth in the Property List included in this Disclosure Guide. Such Collection Resorts and Associate Resorts are listed by classification of number of Units at each such Collection Resort or Associate Resort. The number of Members eligible to participate in the Collection at each Collection Resort as of May 7, 2005, is also set forth in this Disclosure Guide. Purchasers having access to multiple RCI exchange programs are counted only as being enrolled in their primary exchange program. The minimum duration of Vacation Time at each Collection Resort and Associate Resort is that duration established by the governing documents of the particular Collection Resort or Associate Resort, although currently the Collection will only accept Deposits in 7-night increments and will only permit Reservations in 7-night increments.

Notwithstanding the foregoing, RCI reserves the right, in its sole discretion, to accept Deposits in greater than, equal to and/or less than 7-night increments and/or permit Reservations in greater than, equal to and/or less than 7-night increments.

Collection Resort or Associate Resort additions to the Collection are at the sole discretion of RCI. In making additions of Collection Resorts and/or Associate Resorts, RCI may consider factors such as size, location, and quality of the property and its accommodations.

8. RESERVATION STATISTICS. For the calendar year ending 2003, the Reservation statistics have been audited and are disclosed in this Disclosure Guide. **THE PERCENTAGE OF CONFIRMED EXCHANGES IS A SUMMARY OF THE EXCHANGE REQUESTS ENTERED WITH THE EXCHANGE COMPANY IN THE PERIOD REPORTED. THE PERCENTAGE OF CONFIRMED EXCHANGES DOES NOT INDICATE A MEMBER'S PROBABILITIES OF BEING CONFIRMED TO ANY SPECIFIC CHOICE OR RANGE OF CHOICES, SINCE AVAILABILITY AT INDIVIDUAL LOCATIONS MAY VARY.**

THE REGISTRY COLLECTION TERMS AND CONDITIONS

1. DEFINITIONS. The following words in the Collection Documents, including in the Disclosure Guide to The Registry Collection and these Collection Terms and Conditions ("Terms and Conditions"), shall be given the following meanings:

- (a) Affiliation Agreement means the agreement between RCI and an authorized representative of a Collection Resort by which a Collection Resort participates in the Collection.
- (b) Annual Member Dues means the annual fee payable by a Member to RCI to participate in the Collection.
- (c) Associate Member means an RCI Member that owns Vacation Time at an Associate Resort and is enrolled as an Associate Member of the Collection. The term includes an RCI Member whose participation in the Collection is arranged through corporate participation.
- (d) Associate Member Agreement means the form or forms prescribed by RCI for the enrollment of Associate Members in the Collection.
- (e) Associate Resort means an RCI Property that has a current Participation Agreement with RCI.
- (f) Collection means the Reservation System operated by RCI pursuant to which Members may make Reservations of Vacation Time and Units of Partner Inventory.
- (g) Collection Depository means that certain operation owned and operated by RCI.
- (h) Collection Documents means only those documents adopted by RCI, as amended from time to time, including, without limitation, these Terms and Conditions, the Disclosure Guide to The Registry Collection, any Collection directory or magazine, the Affiliation Agreement, the Participation Agreement, the Member Agreement and such other materials as the Collection shall make available to Members.
- (i) Collection Member means a person who, or entity that, owns Vacation Time at a Collection Resort or at a Property that is allowed, at the sole discretion of RCI, to participate in the Collection without an Affiliation Agreement, and is enrolled as a Member of the Collection. This term includes a person or entity whose participation in the Collection is arranged through corporate participation.
- (j) Collection Member Agreement means the form or forms prescribed by RCI for the enrollment of Collection Members in the Collection.
- (k) Collection Partner means a provider of Partner Inventory.
- (l) Collection Resort means a Property or other legal entity that has a current Affiliation Agreement with RCI or a Property at which a Collection Member owns Vacation Time, but which Property does not have an Affiliation Agreement with RCI.
- (m) Credit means the Reservation value allocated by RCI from time to time to Vacation Time and Partner Inventory, as well as the Reservation rights allocated by RCI from time to time to Members.
- (n) Deposit means the Member's deposit or assignment of Vacation Time into the Collection Depository for use and Reservation by Members and RCI as more fully described in these Terms and Conditions. Currently, the Collection Depository will only accept Deposits of Vacation Time in increments of seven (7) days, although RCI reserves the right, in its sole discretion, to allow the Collection Depository to accept Deposits of Vacation Time in greater than, equal to and/or less than seven (7) days.
- (o) Eligible Use Life means the time frame in which a Credit must be used. The Eligible Use Life begins January 1 of the calendar year of the check-in date of the Deposited Vacation Time and ends on December 31 of the following calendar year. Example: On November 1, 2002 a Member Deposits Vacation Time with a start date of February 1, 2003. The Eligible Use Life of the Credit associated with the Deposit is January 1, 2003 through December 31, 2004. The Eligible Use Life may be extended by one (1) year through either borrowing or saving of Credits.
- (p) Fixed Vacation Time means Vacation Time for which a particular Member has the exclusive right, pursuant to the Member's purchase documentation, to use a specific Unit or a Unit week.
- (q) Floating Vacation Time means Vacation Time for which a particular Member has a right to reserve the Vacation Time on a space available basis in accordance with procedures established by the Property.

- (r) Global Registry means Global Registry, LLC, a previously-existing Delaware limited liability company, which was the predecessor owner and operator of the Collection prior to RCI.
- (s) Guest means a person or persons for whom the Member has arranged the use of Vacation Time and/or Partner Inventory through the Collection, without compensation other than the payment of the applicable Transaction fee.
- (t) Indemnitee — RCI and its partners, officers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them.
- (u) Member means a Collection Member and an Associate Member or either a Collection Member or an Associate Member, as the case may be.
- (v) Member Agreement means the Collection Member Agreement and the Associate Member Agreement or either the Collection Member Agreement or the Associate Member Agreement, as the case may be.
- (w) Participation Agreement means the agreement between RCI and an authorized representative of an Associate Resort by which an Associate Resort participates in the Collection.
- (x) Partner Inventory means products/services of Collection Partners, other than Vacation Time at a Collection Resort or Associate Resort, that RCI may make available to Members.
- (y) Property means a property at which a Member owns Vacation Time or a property at which a Member is assigned Vacation Time to Deposit with the Collection Depository.
- (z) RCI means Resort Condominiums International, LLC, a Delaware limited liability company, its officers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them. RCI is the owner and operator of the RCI Exchange Programs.
- (aa) RCI Exchange Programs mean RCI Weeks and/or RCI Points.
- (bb) RCI Member means a person who, or an entity that, owns Vacation Time at an RCI Property.
- (cc) RCI Property means a Property that has a current affiliation agreement with RCI by which the Property participates in one or more of the RCI Exchange Programs, other than this program.
- (dd) Reservation means the right of a Member to the occupancy, enjoyment and use of Vacation Time at a Collection Resort, Associate Resort and/or a Unit of Partner Inventory pursuant to the terms and provisions of the Collection Documents.
- (ee) Reservation System means the method, means or system set forth in the Collection Documents pursuant to which Members (or their Guests) may obtain a Reservation.
- (ff) Transaction means a Reservation request, the saving of Credits or the borrowing of Credits, as the case may be.
- (gg) Unit means any good, service, benefit, or movable or immovable property designed for separate occupancy, including but not limited to any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, or other private or commercial structure or improvement, whether movable or immovable property, and whether situated on real or personal property. RCI may provide access to Units at a Collection Resort, Units at an Associate Resort, or Units of Partner Inventory.
- (hh) Vacation Time means recurring fractional parts of a year, weeks, days or other increments of time, including occupancy rights allocated by points or fractional or timeshare interests (or parts thereof), whether such Vacation Time is owned by such Member as a real estate interest or as a right to use interest. The Collection Depository will only accept Deposits of Vacation Time in increments of seven (7) days.
- (ii) Vacation Time Expenses mean collectively all obligations associated with or appurtenant to Vacation Time by whomsoever levied, including, but not limited to, any obligation for the payment of maintenance fees, assessments, common expenses, recreational fees, promissory notes, mortgage payments or taxes.

2. APPLICABILITY. Each Member and Guest by use of the Collection acknowledges: The Collection is not a corporation, legal entity or association of any kind. Instead, the Collection is the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by RCI, together with such additional services as RCI may arrange through additional agreements with other service providers. The services to be provided include the operation of the Reservation System and the Collection

Depository, through which Members and their Guests exchange and reserve use of Vacation Time and Partner Inventory. Currently, the membership includes a concierge service which allows 24-hour availability of Collection representatives to assist Members with a variety of concierge services.

3. CONDITIONS TO PARTICIPATION.

- (a) General. Purchasers enter into a contract to purchase Vacation Time with the developer or seller of the Vacation Time. The Member Agreement between the purchaser and RCI is a separate and distinct contract from the purchaser's agreement with the developer or seller of a vacation plan.
- (b) Collection Member Participation. A purchaser is entitled to become a Collection Member and to participate in the Collection pursuant to the terms and provisions of the Collection Documents if the following four (4) conditions are met:
 - (i) There is an Affiliation Agreement between RCI and the Collection Resort or, in lieu of an Affiliation Agreement, the Vacation Time an individual owns is deemed appropriate, in the sole discretion of RCI, to be Deposited into the Collection Depository for use by Members.
 - (ii) The Property must be operated in a commercially reasonable fashion that will enable it to meet its obligations by these Terms and Conditions and other Collection Documents and must, if the Property is a Collection Resort, otherwise be in compliance with all terms of the Affiliation Agreement.
 - (iii) RCI must have received and accepted either a completed Collection Member Agreement or a corporate participation enrollment on behalf of the purchaser or owner, together with other pertinent information concerning the Vacation Time purchased or owned, and the Collection Member must be in compliance with such Collection Member Agreement. RCI reserves the right to refuse any Collection Member Agreement and applicable fees that are presented to it.
 - (A) Each Collection Member Agreement must be in the name of the lawful owner of the Vacation Time. RCI may require that any corporation, partnership, trust or other entity holding title to Vacation Time, other than a natural individual, designate an individual who shall be the exclusive beneficiary of and individual to

exercise membership rights on behalf of such enterprise.

- (B) Except as set forth in the Collection Member Agreement, RCI may require separate memberships for multiple owners of a single Vacation Time or may limit how multiple owners may exercise rights of membership.
- (iv) The current Annual Member Dues must have been submitted to RCI by the developer or purchaser or owner and Transaction fees, if applicable, must have been paid.
- (c) Associate Member Participation. An RCI Member is entitled to become an Associate Member and to participate in the Collection pursuant to the terms and provisions of the Collection Documents if the following considerations are met:
 - (i) There is a Participation Agreement between RCI and the RCI Property.
 - (ii) The RCI Property must be operated in a commercially reasonable fashion that will enable it to meet its obligations by these Terms and Conditions and other Collection Documents and must otherwise be in compliance with all terms of the Participation Agreement.
 - (iii) RCI must have received and accepted either a completed Associate Member Agreement or a corporate participation enrollment on behalf of the purchaser or owner, together with other pertinent information concerning the Vacation Time purchased or owned, and the Associate Member must be in compliance with such Associate Member Agreement. RCI reserves the right to refuse any Associate Member Agreement and applicable fees that are presented to it.
 - (A) Each Associate Member Agreement must be in the name of the lawful owner of the Vacation Time. RCI may require that any corporation, partnership, trust or other entity holding title to Vacation Time, other than a natural individual, designate an individual who shall be the exclusive beneficiary of and individual to exercise associate membership rights on behalf of such enterprise.
 - (B) Except as set forth in the Associate Member Agreement, RCI may require separate memberships for multiple owners of a single Vacation Time or may

limit how multiple owners may exercise rights of membership.

- (iv) The current Annual Member Dues must have been submitted to RCI by the developer or purchaser or owner and Transaction fees, if applicable, must have been paid.
- (v) Such other restrictions as RCI may impose in its sole discretion, including, without limitation, imposing a minimum quantity of Vacation Time an Associate Member must own to participate in the Collection.

(d) Additional Conditions/Reservations.

- (i) Participation in the Collection is further governed by the terms stated in the applicable Member Agreement, which purchasers or owners applying for membership in the Collection are required to sign, these Terms and Conditions, as amended from time to time, and the other Collection Documents, as amended from time to time.

If you have enrolled in the Collection while in a country outside the United States of America in the course of purchase of a Vacation Time located outside the United States of America and the agreement to participate in the Collection contained provisions that override this Disclosure Guide, including the Terms and Conditions, then those specific provisions will continue to apply to your membership.

- (ii) RCI reserves the right to add to, delete or modify these Terms and Conditions at its sole discretion. These Terms and Conditions require RCI to make the Collection available to Members. By signing the applicable Member Agreement at the time of purchase of Vacation Time or thereafter, the purchaser or owner becomes eligible to participate in the Collection as a Member for the initial period arranged by the developer or seller of the Vacation Time or in accordance with the term set forth in the applicable Member Agreement. In order to use the Collection, a person must remain a Member in good standing. Participation in the Collection is voluntary.
- (iii) Members receive accurate and timely information concerning these Terms and Conditions, the operation of the Collection and each Collection Resort and Associate Resort participating in the program. Member status ceases if a Member fails to renew his or her membership within ninety (90) days

following expiration. Reactivation of a membership will require payment of a reactivation fee (currently \$450 USD) and the Annual Member Dues.

(iv) **2005 Annual Member Dues:**

- \$199 USD for Collection Members
- \$199 USD for Associate Members whose membership in the Collection is through the RCI Points Exchange Program
- \$149 USD for Associate Members whose membership in the Collection is through the RCI Weeks Exchange Program

The Annual Member Dues set forth above are effective for 2005, and are subject to change at the sole discretion of RCI. Members will be notified of any fee changes in RCI publications or by other means. The above Annual Member Dues may vary for corporate participation or other programs offered by or through RCI.

- (e) Enrollment Fee. RCI reserves the right to charge a Member an enrollment fee payable upon commencement of the Member's enrollment with RCI. The amount may vary from time to time and among Members.
- (f) Member Dues. Each Member is required to pay Annual Member Dues in an amount determined by RCI. Annual Member Dues may vary from time to time and among Members.

4. CREDITS. Vacation Time and Units of Partner Inventory will be assigned a value in Credits by RCI. **The Credits assigned to Vacation Time will be based upon such factors as determined by RCI, including, but not limited to, the location of the Collection Resort or Associate Resort, the demand for the Vacation Time, the seasonality of that location and the size of the Unit.** RCI may revalue Vacation Time and Units of Partner Inventory from time to time, which may lead to an increase or decrease in the Credits assigned to that Vacation Time or Unit of Partner Inventory.

5. DEPOSIT OF VACATION TIME AND CREDITS ALLOCATION.

- (a) Credits. For administrative convenience in the operation of the Collection and in the determination of the respective rights of Members, each Member will receive a number of Credits in exchange for a Deposit of Vacation Time into the Collection Depository. Credits are symbolic of the power to make a Reservation for the use and enjoyment of Vacation Time and

Partner Inventory through the Collection during the particular Eligible Use Life of the Credits.

- (b) Deposits. A number of Credits will be allocated to a Member in respect to a Deposit of Vacation Time. Vacation Time Deposited must have a commencement date of no sooner than ninety (90) days from the Deposit date, and no greater than three hundred sixty-five (365) days from the Deposit date. If a Member has Deposited Vacation Time and RCI increases or decreases the number of Credits assigned to that Vacation Time, the number of Credits allocated to that Member may increase or decrease in the same amount at the discretion of RCI.
- (c) Eligible Use Life. A Member must use a Credit within the particular Eligible Use Life of the Credit notwithstanding the ability to utilize borrowing and saving.

UPON THE DEPOSIT OF VACATION TIME, IF A MEMBER DOES NOT MAKE A RESERVATION WITHIN THE COLLECTION AND THAT MEMBER OTHERWISE FAILS TO USE ANY OR ALL ASSIGNED CREDITS DURING THE ELIGIBLE USE LIFE OF THOSE CREDITS AND THE CREDITS ARE NOT ELIGIBLE TO BE SAVED (AND AS A RESULT ARE NOT SAVED), THE MEMBER LOSES THE USE OF THOSE CREDITS (AND ANY DEPOSITED VACATION TIME) AND THOSE CREDITS EXPIRE.

- (d) Extensions. RCI may, in its discretion, extend the Eligible Use Life of a Member's Credit on an exception basis. A service fee for any Eligible Use Life extension may be required, which fee is subject to change. RCI reserves the right to add to, delete or modify the terms of Eligible Use Life extensions at its sole discretion. Currently there is no charge for an extension of the Eligible Use Life.

6. ASSIGNMENT OF DEPOSITED VACATION TIME.

By depositing Vacation Time in the Collection Depository, a Member relinquishes all rights to the use of that Vacation Time and agrees that such Deposited Vacation Time may be used by RCI to conduct exchanges, inspection visits, rentals, promotions and for other purposes at RCI's discretion, including use in other exchange programs. RCI reserves the right to assign a Member's Deposited Vacation Time to others, whether or not the Member has made a Reservation. A Member retains title to the Deposited Vacation Time. All Vacation Time Expenses are not assigned or delegated to or assumed by RCI. A Member shall not disturb the rights of RCI, the Collection Depository or any Member to use, enjoy, occupy and otherwise perform their respective rights, privileges and duties in respect to the Deposited Vacation Time.

7. RESERVATIONS.

(a) Collection Members.

- (i) Reservation Requests. A Collection Member may request a Reservation any time after RCI accepts that Collection Member's Member Agreement. A Collection Member shall only be permitted to make a Reservation through the Collection if the Collection Member is current on all obligations owed to RCI, the Collection Member's Annual Member Dues are paid through the dates of the Reservation (through the day of check-in or first day of use), the Collection Member's membership is otherwise valid, and the Collection Member is otherwise in compliance with the Collection Documents.
- (ii) Credit Usage. A Collection Member may make a Reservation for use of Vacation Time up to three hundred sixty-five (365) days in advance of the start date of the requested Vacation Time and no later than two (2) days prior to the start date of the Vacation Time, subject to a specific Collection Resort or Associate Resort policy. Reservations for Partner Inventory will be made in accordance with the specific Collection Partner policies. Credits can only be used to make a Reservation of Vacation Time or of Partner Inventory if the use of Vacation Time or Partner Inventory will be completed within the Eligible Use Life of the particular Credits.
- (iii) Combination of Credits. Collection Members may combine Credits when making a Reservation.

(b) Associate Members.

- (i) Reservation Requests. An Associate Member may request a Reservation any time after RCI accepts that Associate Member's Member Agreement. An Associate Member shall only be permitted to make a Reservation through the Collection if the Associate Member is current on all obligations owed to RCI, the Associate Member's Annual Member Dues are paid through the dates of the Reservation (through the day of check-in or first day of use), the Associate Member's membership is otherwise valid, and the Associate Member is otherwise in compliance with the Collection Documents.
- (ii) Credit Usage. An Associate Member may make a Reservation for use of Vacation

Time up to three hundred three (303) days in advance of the start date of the requested Vacation Time and no later than two (2) days prior to the start date of the Vacation Time, subject to specific Collection Resort policy. Reservations for Partner Inventory will be made in accordance with the specific Collection Partner policies. Credits can only be used to make a Reservation of Vacation time or of Partner Inventory if the use of Vacation Time or Partner Inventory will be completed within the Eligible Use Life of the particular Credit or Credits.

- (iii) Combination of Credits. An Associate Member may combine Credits when making a Reservation.
- (iv) Associate Resorts. Associate Members are not allowed to make a Reservation at an Associate Resort.

ALL VACATION TIME AT COLLECTION RESORTS, ASSOCIATE RESORTS AND/OR UNITS OF PARTNER INVENTORY AND ANY OTHER RESERVATION IS SUBJECT TO AVAILABILITY BASED UPON ALLOCATION OF CREDITS TO A RESPECTIVE MEMBER AND AS DETERMINED BY RCI IN ACCORDANCE WITH THE COLLECTION DOCUMENTS. ALL RESERVATIONS ARE ON A SPACE AVAILABLE, FIRST-COME, FIRST-SERVED BASIS. ALL RESERVATIONS ARE CONTINGENT UPON THE MEMBER REQUESTING THE RESERVATION AND HAVING A SUFFICIENT NUMBER OF CREDITS TO OBTAIN THE DESIRED VACATION TIME OR PARTNER INVENTORY. BLACKOUT DATES MAY APPLY AT SOME COLLECTION RESORTS OR ASSOCIATE RESORTS AND WITH RESPECT TO SOME PARTNER INVENTORY. RCI CANNOT ENSURE THE AVAILABILITY OF A RESERVATION OF ANY SPECIFIC VACATION TIME OR PARTNER INVENTORY THROUGH THE COLLECTION, AS AVAILABILITY WILL VARY. GENERALLY, THE EARLIER A RESERVATION IS REQUESTED, THE BETTER THE POSSIBILITY THAT A CONFIRMED RESERVATION CAN BE OBTAINED.

- (c) Making a Reservation, Confirmation. Reservations may be made by mail, facsimile or by telephone. Reservation requests are to be made to RCI as follows:
 - (i) By telephone: 1.800.548.2300
 - (ii) By facsimile: 1.317.805.9686
 - (iii) By mail:

The Registry Collection
PO Box 2072

Carmel, IN 46032-2072

Written confirmation, including a confirmation number, will be submitted to the requesting Member or Guest upon confirmation of a Reservation. Written confirmations, or a confirmation number must be presented upon check-in.

8. RESERVATION SYSTEM PRIORITIES. RCI's ability to provide a confirmed Reservation for Members and their Guests, except as provided below, is based upon (a) the availability of Vacation Time Deposited by Members in the Collection or Partner Inventory otherwise obtained by RCI and (b) the Member having a sufficient number of Credits to obtain the desired Vacation Time or Partner Inventory. To make a Reservation through the Collection, a Member must have a sufficient number of Credits to reserve the desired Vacation Time or obtain the Partner Inventory. Neither RCI nor Property personnel may represent that specific property choices, any additional benefits and/or specific Vacation Time can be guaranteed through the Collection.

Limitations, restrictions and priorities may be employed in the operation of the Collection, including limitations based on seasonality, Unit size or other factors. These limitations may not be uniformly applied and, as a result, certain Vacation Time or Partner Inventory may be restricted in availability based upon applicable priorities and classification grouping of Collection Resorts, Associate Resorts, Vacation Time or benefits. Demand and supply and, therefore, Credits assigned to Vacation Time, may be influenced by many different factors. Location, quality, timing, region, seasonality and comparability are among those factors, any or all of which may change constantly.

To increase the likelihood that specific Property choices, Partner Inventory and/or Vacation Time may be confirmed, Members are encouraged to submit a Reservation request as far as possible in advance of requested Vacation Time. **The Collection provides an opportunity to obtain exchanges pursuant to Reservations and does not provide a right to occupy any specific Unit or Units.**

9. TRANSACTION FEES. Each time a Member requests a Transaction, RCI will collect the applicable Transaction fee prior to confirming the transaction. Transaction fees are established by RCI and may change from time to time and among Members.

10. BORROWING CREDITS. A Member may "borrow" Credits, *i.e.*, use Credits prior to the beginning of their Eligible Use Life, so long as the Member's Annual Member Dues have been paid through the Eligible Use

Life of the borrowed Credit. The borrowing of Credits and the use of borrowed Credits may, from time to time, be suspended or otherwise limited by RCI in its sole discretion.

11. SAVING CREDITS. At any time, a Member may elect to extend the Eligible Use Life of Credits (“save”) through the subsequent calendar year for purposes of making a Reservation in that subsequent calendar year, so long as the Member’s Annual Member Dues have been paid through the subsequent calendar year into which the Credits have been saved. If Credits are saved and used for a Reservation, and such Reservation is then cancelled, the saved Credits shall retain the extended Eligible Use Life. Credits that have been previously saved cannot be saved into any subsequent calendar year. If a Member has not used all of the Member’s Credits by the end of the Eligible Use Life of the Credits, the Credits eligible to be saved will be automatically saved into the subsequent calendar year. Credits that have been saved must be used in the subsequent calendar year into which they were saved. Thus, if Credits are not used in the subsequent calendar year into which they have been saved, they will expire. The saving of Credits and the use of saved Credits may, from time to time, be suspended or otherwise limited by RCI in its sole discretion.

12. TRANSFERRING CREDITS. The transferring of Credits between Members is not permitted.

13. CANCELLATIONS. A Member or Guest may cancel or change a Reservation. The associated costs/penalties assessed are based on the type of Reservation as follows:

(a) Vacation Time Reservation. If a Member or Guest cancels a Reservation for Vacation Time at either a Collection Resort or an Associate Resort (“Vacation Time Reservation”), the following applies:

(i) Collection Resort. If a Member or Guest cancels a Reservation thirty (30) days or more prior to the start date of that Reservation, the Credits used to make that Reservation will be refunded and \$75 USD of the Transaction fees will be forfeited, with the remainder refunded. If a Member or Guest cancels a Reservation less than thirty (30) days prior to the start date of that Reservation, the Credits used to make that Reservation will be refunded; however the associated Transaction fees are forfeited. Notwithstanding the foregoing, there will be no penalty or forfeiture of Transaction fees or Credits if cancellation of a Reservation occurs by the end of the next RCI business day following the date on which the Reservation was made.

(ii) Associate Resort (affiliated with RCI Points). If a Member or Guest cancels a Reservation there will be no refund of the Transaction fee charged. The amount of Credits refunded, if any, depends upon how far in advance of travel that the cancellation is made. If a Member or Guest cancels a Reservation ninety (90) days or more prior to the start date of that Reservation, the Credits used to make that Reservation will be refunded. If a Member or Guest cancels a Reservation less than ninety (90) days prior to the start date of that Reservation, then a percentage of the Credits used to make that Reservation will be refunded based on the following sliding scale:

90 Days or greater	100% refunded
89 Days to 46 days	75% refunded
45 Days to 30 days	50% refunded
29 Days or less	25% refunded

(iii) Associate Resort (affiliated with RCI Weeks). If a Member or Guest cancels a Reservation, cancellation policy pertaining to the Transaction fee depends upon how far in advance of travel that the cancellation is made. If a Member or Guest cancels a Reservation sixty (60) days or more prior to the start date of that Reservation, \$99 USD of the Transaction Fee will be forfeited, with the remainder refunded. If a Member or Guest cancels a Reservation less than sixty (60) days prior to the start date of that Reservation, the entire Transaction fee will be forfeited. The amount of Credits refunded, if any, depends upon how far in advance of travel that the cancellation is made. If a Member or Guest cancels a Reservation ninety (90) days or more prior to the start date of that Reservation, the Credits used to make that Reservation will be refunded. If a Member or Guest cancels a Reservation less than ninety (90) days prior to the start date of that Reservation, then a percentage of the Credits used to make that Reservation will be refunded based on the following sliding scale:

90 Days or greater	100% refunded
89 Days to 46 days	75% refunded
45 Days to 30 days	50% refunded
29 Days or less	25% refunded

(b) Partner Reservation. If a Member or Guest cancels a Reservation for a Unit of Partner Inventory (“Partner Reservation”) ninety (90) days or greater before the use date, the Credits used to make that Reservation will be refunded, and \$75 USD of the Transaction fees will be forfeited, with the remainder refunded. If a Member or Guest cancels a Partner Reservation

eighty-nine (89) to forty-six (46) days before the use date, the Credits used to make that Reservation will be refunded; however the associated Transaction fees will be forfeited. If a Member or Guest cancels a Partner Reservation between forty-five (45) and thirty (30) days before the use date, the Credits will be refunded, but restricted to only Vacation Time Reservations for future use, and the associated Transaction fees will be forfeited. If a Member or Guest cancels a Partner Reservation twenty-nine (29) days or less before the use date, the Credits used to make that Reservation will be forfeited and the associated Transaction fee will be forfeited. Notwithstanding the foregoing, with respect to a Partner Reservation cancelled ninety (90) days or greater before the use date, there will be no penalty or forfeiture of Transaction fees or Credits if such cancellation occurs by the end of the next RCI business day following the date on which the Partner Reservation was made.

- (c) Refunded Credits. Refunded Credits will retain the Eligible Use Life originally assigned to them, unless that Eligible Use Life has ended. In that case, the Credits will be auto-saved through the subsequent calendar year. If this occurs, there will not be a fee for the auto-saving. If the Credits associated with the Reservation being canceled should have previously expired, the Member will forfeit the Credits.

14. WAIT LISTS. RCI may establish wait lists for particular Vacation Time. Only Members current in the payment of Annual Member Dues and all other amounts as may be owed respecting the Collection may be placed on a wait list. RCI reserves the right to limit the number of Members that may be on any wait list.

15. GUESTS. A Member may arrange use of Vacation Time and of Partner Inventory for a Guest. Vacation Time and Partner Inventory obtained through the Collection may only be used by a Member or Guest and their guests accompanying them, and may not be used for any commercial purpose, including, without limitation, auction, rental or sale. Reservations for Guests must be made by the Member and may be made in the Guest's name. Currently there is no charge for a Guest Reservation; however RCI reserves the right to charge a fee, which fee is subject to change, for use of a Member's Credits to obtain Vacation Time and/or Partner Inventory for a Guest.

16. RENEWING OR TRANSFERRING A MEMBERSHIP.

- (a) Transfers. If a Member conveys his/her Vacation Time, unless the grantee/purchaser seeks enrollment as a new Member and is accepted as a Member, the grantee/purchaser may only activate membership and have access

to any Deposited Vacation Time by completing and executing a membership transfer application, which shall include pertinent ownership information, and by submitting the applicable fees to RCI. RCI also reserves the right to refuse to accept any membership transfer application and the applicable fees. If a Member conveys his/her Vacation Time, the grantee will acquire the Member's Vacation Time, subject to any outstanding Reservations that exist in respect to such Vacation Time.

- (b) Renewals. When enrolled in the Automatic Renewal Billing, as provided for in the Member Agreement, Annual Member Dues, at the applicable rate at membership expiration, are automatically invoiced or charged to the credit card indicated, or such replacement card as the Member provides (or the same may be billed to the Member); provided that RCI will provide the Member with at least seven (7) days prior written notice of upcoming renewal. Membership then continues upon payment for an additional term equal to one (1) year, as long as eligibility of membership remains. Payment of the renewal Annual Member Dues is acceptance of a new participation term equal to one (1) year. Failure to pay Annual Member Dues for a renewal term may result in termination of membership and may require payment to reinstate membership.

17. PARTNER INVENTORY. RCI anticipates the offering of Partner Inventory. RCI shall not be required to make Partner Inventory available, but may do so in its discretion. Members of the Collection may have the option to use their Credits to book Partner Inventory, such as rental cars, cruises and similar travel and leisure experiences, as may be made available by RCI. Depending on the particular Collection Partner, Transaction fees may be limited solely to cash.

18. REPRESENTATIONS/WARRANTIES/ACKNOWLEDGMENTS.

- (a) Authority. Member and the persons signing the Member Agreement for Member have full power and authority and have been duly authorized, to enter into and perform or cause performance of Member's obligations under the before-mentioned Member Agreement. If applicable, Member has obtained all necessary approvals of Member's owners, Board of Directors and lenders.
- (b) Representations. By becoming a Member, the Member represents and warrants to RCI that:
- (i) the Member has the legal right to use and assign the use of the Vacation Time and all other resort amenities to which the Member has access;

- (ii) the Deposited Vacation Time has not been and will not during the term of the Member's participation be assigned, offered or made available to any third party outside the Collection;
 - (iii) the physical accommodations in which the Member owns Vacation Time are in good and usable condition; and
 - (iv) all Vacation Time Expenses arising during the term of the Member's participation have been paid or will be paid by the Member when due.
- (c) **Status.** To the best of Member's knowledge, neither Member, Member's owners (if Member is an entity), Member's officers, directors or employees or anyone else affiliated or associated with Member, whether by common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.
- (d) **No Misrepresentations or Implied Covenants.** All written information Member submits to RCI about the Member's Property, Member, Member's owners, or the finances of any such person or entity, was or will be at the time delivered and when Member signs the Member Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between RCI and Member except as expressly stated in these Terms and Conditions.
- (e) **Acknowledgment.** Each Member acknowledges that the Unit for which the Member receives a confirmed Reservation may differ in Unit size, design, furnishings, amenities, facilities and accessibility for individuals with disabilities from the Unit associated with the Member's Deposited Vacation Time. Each Member acknowledges that RCI is not the owner, lessor, lessee or operator of any Collection Resort, Associate Resort or Partner Inventory.

19. INDEMNIFICATIONS. Member will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all losses and expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at a resort, or involving personal injury or property damage, any breach or violation of any contract or any law, regulation or

ruling by, or any act, error or omission (active or passive) of, Member, any party associated or affiliated with Member or any of the owners, officers, directors, employees, agents or contractors of Member or Member's affiliates. Member has no obligation to indemnify an Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury.

Member will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. Member will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if Member's insurer or Member does not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in RCI's discretion, because of actual or potential conflicts of interest. Indemnitee has the right to retain counsel of its choosing. RCI must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on RCI, or could serve as a precedent for other matters.

20. ADMINISTRATION.

- (a) **Records, Statements.** RCI will maintain records of all Reservations, use and allocation of Credits when Vacation Time is Deposited. RCI will make available to each Member an account statement, on a calendar year basis, which shall contain the activity of the Member for the prior calendar year.
- (b) **Release of Information.** Each Member hereby authorizes his/her Property or other applicable entity to release to RCI any information RCI requests relating to a Member's payment or lack of payment of Vacation Time Expenses.
- (c) **Late Check-In.** Unless a Member or Guest informs the check-in desk at a particular Collection Resort, Associate Resort or Partner Inventory provider that they anticipate checking in later than the arrival time designated within a confirmed Reservation, the Member or Guest risks forfeiture of such Reservation and the Member may lose the Credit used to make such Reservation, consistent with these Terms and Conditions.
- (d) **Applicable Limitations.** Various limitations may exist for a Collection Resort, Associate Resort and/or to Partner Inventory (e.g., occupancy limitations, baggage limitations). Each Member and Guest shall observe applicable occupancy limitations, and shall comply with the terms and conditions of the respective Collection Resort, Associate Resort and/or Collection Partner.

- (e) Separation of the Collection, Vacation Time and Partner Inventory. The Collection, the Collection Resorts, the Associate Resorts and the Collection Partners are separate and distinct entities and the services provided by the Collection are separate and distinct from the products or services that are sold by or on behalf of a Collection Resort, Associate Resort and/or Collection Partner. While RCI may have entered into an Affiliation Agreement with a Collection Resort, Participation Agreement with an Associate Resort, or an agreement with a Collection Partner, RCI does not have the ability to control the operations or the access to and usability of facilities for individuals with disabilities of the Collection Resort, Associate Resort or the Collection Partner. Thus, RCI cannot be responsible or liable for the actions or omissions of Collection Resorts, the Associate Resorts or of the Collection Partners. A Member's Property may be a party to an agreement with RCI. These Terms and Conditions are separate and distinct from RCI's agreement with a Property, if any. Further, these Terms and Conditions are separate and distinct from a Member's agreement with his/her Property, developer, marketer or seller of Vacation Time.
- (f) Information on Collection Resorts, Associate Resorts and Partner Inventory. Information about Collection Resorts, Associate Resorts and Partner Inventory provided by the Collection is based on information obtained from each Collection Resort, Associate Resort and Collection Partner. While RCI will make reasonable efforts to ensure that information provided by the Collection to the Members is accurate and complete as of the date such information is published by the Collection, RCI expressly disclaims any liability for inaccurate, incomplete or misleading information concerning any Collection Resort, Associate Resort or Collection Partner.
- (g) Cancellation by RCI. Reservations may be cancelled by RCI in respect to any Property that ceases to be a Collection Resort, Associate Resort, or otherwise becomes unavailable for exchange. Upon any such cancellation, the relevant Credits will be returned to the Member. RCI may also cancel a Reservation of a Member or Guest due to an Event of Force Majeure (as defined in Section 27) which renders the Unit or Partner Inventory uninhabitable or unusable. Upon any such cancellation, the Member will not receive a refund of the Credits used for that Reservation. In addition, RCI may cancel a Reservation of a Member or Guest following the suspension or termination of a Member's membership in the Collection. Upon any such

cancellation, the Member will not receive a refund of the Credits used for that Reservation.

- (h) Withdrawal of Benefits. RCI may withdraw benefits, including Vacation Time at a Collection Resort, Associate Resort and Units of Partner Inventory, or suspend or terminate the affiliation of a Collection Resort, Associate Resort or Collection Partner with the Collection in accordance with the following:
- (i) A Property may be terminated as a Collection Resort or Associate Resort if it is not operated in a commercial or reasonable manner that enables it to meet its obligations or is otherwise not in compliance with these Terms and Conditions or the regulations, policies and procedures of the Collection, as amended from time to time, in the sole discretion of RCI, or the terms of the Affiliation Agreement or a Participation Agreement, as the case may be;
 - (ii) If a Collection Resort, Associate Resort, or Partner Inventory is destroyed or condemned or otherwise not suitable for use, the Collection Resort, Associate Resort or Partner Inventory may be withdrawn from the Collection;
 - (iii) If the legal existence of the property regime at the Collection Resort or Associate Resort is terminated, then the Collection Resort or Associate Resort may be withdrawn;
 - (iv) In the event the Affiliation Agreement or a Participation Agreement, as the case may be, is terminated or expires, or the Collection Resort or Associate Resort is otherwise terminated from its relationship with the Collection, the Collection Resort or Associate Resort will no longer be considered a Collection Resort or Associate Resort. In such event, RCI shall use reasonable efforts to seek to make available alternative accommodations for Members whose confirmed Reservations are cancelled; provided, RCI has no obligation to reimburse a Member for any cost or expenses or otherwise satisfy specific requests;
 - (v) In the event that the agreement between a Collection Partner and RCI either expires or is terminated; or
 - (vi) In the event that RCI terminates the operation of the Collection.
- (i) Re-Activation. If a Member's membership terminates or is terminated by RCI for any reason and the Member desires re-activation in

the Collection, the Member must complete and submit a new Member Agreement. The Member's re-activation is subject to RCI's right to refuse any Member Agreement and payment of the applicable fees.

- (j) Non-Commercial Use. Collection use by a Member or a Guest may not be for commercial purposes, including rental, auction or sale of any Deposit.
- (k) Failure to Pay Dues. Annual Member Dues shall be paid when billed by RCI. If not paid within thirty (30) days after date of the bill, Annual Member Dues will accrue interest at 1-1/2% per month (18% per annum) or the maximum rate permitted by law, whichever is less, together with a late fee in an amount of \$10.00 USD.
- (l) Failure to Pay Expenses. If a Member fails to pay Vacation Time Expenses, RCI may, in its sole discretion, pay some or all of the outstanding Vacation Time Expenses. In that case, the amount of the Vacation Time Expenses paid by RCI shall be treated as additional Annual Member Dues of such Member that have not been paid.
- (m) Responsible Use, Additional Fees, Damages. Members and Guests must occupy and use any accommodations into which Members and Guests have exchanged, or to which Members and Guests otherwise have access, in a responsible, careful and secure manner and in accordance with the rules and regulations of the Collection Resort, Associate Resort, Collection Partner or accommodating party. Members or their Guests are responsible for payment of any applicable taxes, personal expenses, utility charges, security deposits and other fees or charges levied with respect to Vacation Time at a Collection Resort, Associate Resort, or a Collection Partner. Members are also responsible for any damages caused or expenses incurred by themselves or their Guests.
- (n) Monitoring. Communications to and from representatives of the Collection may be monitored and/or recorded for training or quality control purposes.
- (o) Additional Products, Services. Member acknowledges that RCI or its affiliates may on occasion offer products or services through solicitations and advertisements via mail, email, telephone (including automated dialing equipment and artificial and prerecorded messages), facsimile machine and other medium. Member hereby consents and expressly requests to receive such solicitations and advertisements from RCI and its affiliates, at

the telephone and facsimile number(s), and mailing and email address(es) provided by Member to RCI. Member acknowledges that such consent and request to receive solicitations continues, whether or not the Member Agreement is terminated or expires, for the maximum period of time permitted by law or until Member expressly withdraws such consent and request.

21. SUSPENSION AND TERMINATION OF MEMBER.

RCI may (without refund or credit) revoke a confirmed Reservation, suspend or terminate a membership or a particular Member Agreement, or deny access to any of the products or services offered in connection with a membership upon the occurrence of any of the following: (i) the Member misuses a Reservation or breaches any provision of the Collection Documents or these Terms and Conditions; (ii) the Member fails to pay any charges and/or fees due and owing the Collection or any Vacation Time Expenses when due at the Member's Property; (iii) the Member fails to remain current in the payment of any purchase money obligations respecting Vacation Time Deposited by that Member with the Collection; (iv) the Member or Guest fails to pay any sums owed any Collection Resort, Associate Resort or Collection Partner, or any taxes or other similar charges or fees as a result of a confirmed Reservation; (v) RCI is required to do so by any local, state or federal governmental entity (or its equivalent if a foreign country) and/or by any laws, rules or regulations that may apply; (vi) the Property associated with the Member's Deposited Vacation Time is not then in good standing with the Collection; or (vii) for any other reason in the sole discretion of RCI.

- (a) Suspension. If a Member is suspended, the Member may not take advantage of the benefits of the Collection, inclusive of the following:
 - (i) The Member or a Guest may not obtain Reservations;
 - (ii) RCI may cancel confirmed Reservations to a Member or Guest and remove the Member from any wait lists; and
 - (iii) The Member may not Deposit Vacation Time during suspension.Any suspension of use of Credits shall not release a Member or his/her Vacation Time from the terms of the Member Agreement.
- (b) Termination. In addition to the above, RCI may also terminate a Member's membership upon the occurrence of any of the following:
 - (i) Following suspension if the Member fails to cure the reasons for such suspension within such time as determined by RCI, in its sole discretion;

- (ii) In the event that the Collection terminates, all memberships shall terminate;
- (iii) The Property at which the Member Deposits Vacation Time is no longer a Collection Resort or Associate Resort, as the case may be, unless otherwise indicated by RCI, in its sole discretion;
- (iv) If required to do so by any local, state or federal governmental entity (or its equivalent if a foreign country) and/or by any laws, rules or regulations that may apply; or
- (v) For any other reason in the sole discretion of RCI.

Notwithstanding the termination of the Member, all fees and other amounts owing to RCI by such Member shall be immediately due and payable to RCI. Upon termination, use rights associated with Deposited Vacation Time will remain subject to the assignment to the Collection pursuant to these Terms and Conditions, unless released by RCI.

If you or your Guest fail to comply with these Terms and Conditions or fail to pay any sums owed to RCI, any Collection Resort, Associate Resort, accommodating party, RCI Travel or any other entity affiliated with RCI, or cause property damage to any Collection Resort, Associate Resort or accommodating party, a confirmation, for the use of Member or Guest, as the case may be, may be revoked, your membership may be suspended or terminated, or access may be denied to any of the products or services offered by RCI without further obligation. In the event of a suspension based upon non-payment, your exchange privileges will remain suspended until all sums that are owed are paid. In the event of termination, a reactivation fee will be required to re-activate your membership. In addition, RCI may cancel a membership if required to do so by any local, state or federal governmental entity (or its equivalent if a foreign country) and/or by any laws, rules or regulations that may apply. Furthermore, RCI may cancel a membership for any other reason in its sole discretion. In the event RCI terminates The Registry Collection Exchange Program, then, upon such termination, all memberships shall terminate and there will be a pro-rata refund of any prepaid annual member dues.

22. MEMBER WITHDRAWAL. A Member may not withdraw from the Collection until the expiration of all of the Member's outstanding Member Agreements. State regulations may require different withdrawal procedures. Please contact a Collection representative if you have any questions.

23. LIMITATION OF LIABILITY. The Collection's liability, including the liability of RCI, to a Member or Guest for any loss, injury or damage resulting from their use of or inability to use the Collection shall be limited to the fees paid to RCI for the relevant use. In no case shall the Collection or RCI be liable for special, consequential, incidental or indirect damages. Non-Collection related programs and services, including but not limited to Partner Inventory, offered through RCI or by third parties with permission of RCI, are subject to separate terms and conditions and may be changed, eliminated or added to without prior notice to Members. RCI shall not be responsible for the acts or omissions and/or representations (whether oral or written) of any third parties (including but not limited to Collection Resorts, Associate Resorts and Collection Partners). This limitation applies regardless of the form of action whether in contract, tort or otherwise. This limitation of liability shall also apply to RCI and all affiliated companies, successors, assigns and agents of RCI, including but not limited to RCI, Cendant Corporation and Cendant Finance Holding Corporation.

24. RIGHTS OF RCI. RCI may waive the application of any requirement, including Transaction fees, otherwise existing in the Collection Documents. When a Member uses Credits to make a Reservation of Partner Inventory, the underlying Deposited Vacation Time associated with the Credits is assigned to RCI for its use in promoting and operating the Collection. RCI may use the Deposited Vacation Time to make a Reservation of Vacation Time or to otherwise use or dispose of the Vacation Time. RCI may, at any time, dispose of Vacation Time it reasonably determines will likely go unused, and RCI may dispose of any Vacation Time that is not the subject of a Reservation ninety (90) days prior to the start date of that Vacation Time. RCI may, in its sole discretion, accept or reject any Member Agreement.

25. COLLECTION INTEGRITY. In addition to all other rights provided to RCI in the Collection Documents, RCI shall have the right to take such actions, as determined by RCI in its discretion, to ensure the continuing integrity of the Collection. Such actions may include, but not be limited to, restricting the amount and type of Vacation Time Members may Deposit, restricting Members' ability to access Partner Inventory, and adjusting the number of Credits assigned to Vacation Time and Units of Partner Inventory.

26. AMENDMENT. RCI may amend these Terms and Conditions at any time in its sole discretion. Notice of any amendment affecting Members may be delivered by RCI to each Member at the last known mailing address as set forth in the records of RCI. Alternatively, notice of amendments may be made by newsletter, publication, mailings or, when applicable, by email or otherwise in accordance with Section 28(c). An amendment to any Collection Documents will be effective on publication or mailing.

27. FORCE MAJEURE. If RCI should be prevented, hindered or delayed in the performance of any obligation hereunder, including, but not limited to, providing lodging accommodations, due to an Event of Force Majeure (as defined below), then RCI shall be excused from further performance upon notice to the affected Member stating the reason for such nonperformance. The term "Event of Force Majeure", as used herein, shall mean and refer to (i) an act of God or public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine; (ii) action by a governmental authority which prevents or delays performance of RCI's obligations hereunder; or (iii) a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within RCI's power to concede. Notwithstanding RCI's inability to perform any obligation hereunder, the Member's obligations hereunder shall continue.

28. LEGAL MATTERS.

- (a) Partial Invalidity. If all or any part of a provision of these Terms and Conditions violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of these Terms and Conditions is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Terms and Conditions shall not be affected. However, if in RCI's judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of these Terms and Conditions to RCI, then RCI may at any time terminate Member's membership by written notice to Member without penalty or compensation owed by either party.
- (b) Waivers, Modifications and Approvals. If RCI allows Member to deviate from these Terms and Conditions, RCI may insist on strict compliance at any time after written notice. RCI's silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under these Terms and Conditions by RCI must be in writing and signed by RCI's authorized representative to be effective.
- (c) Notices. Notices will be effective if in writing and delivered (i) by facsimile transmission with confirmation original sent by first class mail, postage prepaid, (ii) by delivery service, with proof of delivery, or (iii) by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party at the addresses for RCI and Member set forth on the Member Agreement or as they may otherwise designate by notice. Additionally, RCI may notify

Member by such other means as to result in actual or constructive receipt, including, without limitation, publication of any notices in any publications which may be published by RCI from time to time or at www.theregistrycollection.com. The parties may also communicate via electronic mail between addresses to be established by notice. Member consents to receive electronic mail from RCI. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

- (d) Miscellaneous. These Terms and Conditions are exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between RCI and anyone else is for Member's benefit. The section headings in these Terms and Conditions are for convenience of reference only.

29. CHOICE OF LAW; VENUE; DISPUTE RESOLUTION.

- (a) Governing Law. These Terms and Conditions and the Collection will be governed by and construed under the laws of the State of New Jersey, except for its conflicts of law principles.
- (b) Jurisdiction. Member consents and waives Member's objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under these Terms and Conditions or between RCI and Member.
- (c) **Waiver. WAIVER OF JURY TRIAL. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION RELATED TO THESE TERMS AND CONDITIONS OR THE RELATIONSHIP BETWEEN ANY INDEMNITEE, ANY COLLECTION PARTNER, ANY MEMBER, ANY GUEST, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**
- (d) Legal Fees. If any legal action is initiated by a Member or Guest or by the Collection pertaining, directly or indirectly, to these Terms and Conditions or the Collection in general, and the Collection prevails, that Member or Guest shall, without limitation, pay all costs incurred by the Collection in defending or bringing such action, including reasonable attorneys' fees, paralegal fees and court costs.
- (e) **Special Acknowledgments. Member acknowledges the following statements to be true and correct as of the date Member signs**

the Enrollment Application, and to be binding on Member.

- (i) **No Representation.** Neither RCI nor any person acting on RCI's behalf has made any oral or written representation or promise to Member on which Member is relying to execute the Member Agreement that is not written in these Terms and Conditions. Member releases any claim against RCI or RCI's agents based on any oral or written representation or promise not stated in these Terms and Conditions.
- (ii) **Entire Agreement.** These Terms and Conditions constitute the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter.

30. TRADEMARKS. RESORT CONDOMINIUMS INTERNATIONAL, RCI, The Registry Collection and RCI and design are trademarks that may not be used without the prior written permission of RCI. Other brand names may be trademarks of their respective owners.

**DISCLOSURE GUIDE
TO THE REGISTRY COLLECTION
ADDENDUM 1**

**REGIONAL MEMBERSHIP AND TRANSACTION FEES
(All rates in \$USD.
Currency conversions accurate as of May 24, 2005.)**

CONTINENTAL EUROPE

Annual Member Dues:	
Collection Members	292
Associate Members whose membership in the Collection is through RCI Points	292
Associate Members whose membership in the Collection is through RCI Weeks	292
Collection Resort Vacation Time Reservations (7-night increments only)	292
Associate Resort Vacation Time Reservations at Properties affiliated with RCI Weeks (7-night increments only):	
Domestic Exchanges (for Collection Members)	292
International Exchanges (for Collection Members)	292
Associate Resort Vacation Time Reservations at Properties affiliated with RCI Points:	
For 5 nights or more (for Collection Members)	119
For 4 nights or less (for Collection Members)	27 per night

LATIN AMERICA

Annual Member Dues:	
Collection Members	199
Associate Members whose membership in the Collection is through RCI Points	199
Associate Members whose membership in the Collection is through RCI Weeks	149
Collection Resort Vacation Time Reservations (7-night increments only)	189
Partner Inventory Reservations	250
Associate Resort Vacation Time Reservations at Properties affiliated with RCI Weeks (7-night increments only):	
Domestic Exchanges (for Collection Members)	149

International Exchanges (for Collection Members)	189
Associate Resort Vacation Time Reservations at Properties affiliated with RCI Points:	
For 5 nights or more (for Collection Members)	79
For 4 nights or less (for Collection Members)	19 per night

Partner Inventory Reservations (cash only)	No charge
Saving or Borrowing of Credits	No charge
Reactivation	450

SOUTH AFRICA

Annual Member Dues:	
Collection Members	182
Associate Members whose membership in the Collection is through RCI Points	182
Associate Members whose membership in the Collection is through RCI Weeks	182
Collection Resort Vacation Time Reservations (7-night increments only)	182
Associate Resort Vacation Time Reservations at Properties affiliated with RCI Weeks (7-night increments only):	
Domestic Exchanges (for Collection Members)	151
International Exchanges (for Collection Members)	242

Associate Resort Vacation Time Reservations at Properties affiliated with RCI Points:	
For 5 nights or more (for Collection Members)	86
For 4 nights or less (for Collection Members)	15 per night
Reactivation	492

UNITED KINGDOM

Annual Member Dues:	
Collection Members	292
Associate Members whose membership in the Collection is through RCI Points	292
Associate Members whose membership in the Collection is through RCI Weeks	292

Collection Resort Vacation Time Reservations (7-night increments only)	292
Associate Resort Vacation Time Reservations at Properties affiliated with RCI Weeks (7-night increments only):	
Domestic Exchanges (for Collection Members)	292
International Exchanges (for Collection Members)	292
Associate Resort Vacation Time Reservations at Properties affiliated with RCI Points:	
For 5 nights or more (for Collection Members)	119
For 4 nights or less (for Collection Members)	27 per night