

DISCLOSURE GUIDE TO THE RCI POINTS® EXCHANGE PROGRAM

This Disclosure Guide to the RCI Points Exchange Program (“Disclosure Guide”) explains the RCI Points Exchange Program offered to Vacation Owners by RCI, LLC (“RCI”). Vacation Owners should carefully review this information to ensure full understanding of the terms, conditions, operation and use of the RCI Points Exchange Program. Note: Unless otherwise stated herein, capitalized terms in this Disclosure Guide have the same meaning as those in the Terms and Conditions of RCI Points Subscribing Membership (“Terms and Conditions”), which are made a part of this document.

RCI is the operator of the RCI Points Exchange Program. No government agency has approved the merits of this exchange program.

RCI is a Delaware limited liability company with its principal offices located at:

7 Sylvan Way
Parsippany, NJ 07054

Exchanges through the RCI Points Exchange Program are processed at:

9998 North Michigan Road
Carmel, IN 46032

RCI is a subsidiary of Wyndham Worldwide Corporation, a Delaware corporation.

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Chairman and Chief Executive Officer
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P2

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RCI provides the RCI Points Exchange Program and other related services and benefits to Members. **Wyndham Worldwide Corporation (“Wyndham Worldwide”)** is the parent corporation of RCI and **Fairfield Resort Management Services, Inc. (“FRMS”)**, a resort management company, **Wyndham Vacation Resorts, Inc. (“WVR”)**, **Wyndham Resort Development Corporation doing business as WorldMark by Wyndham (“WRDC”)**, and **Equivest Finance, Inc. (“Equivest”)**, and their respective subsidiaries. Some officers and/or directors of Wyndham Worldwide may from time to time serve as officers and/or directors of RCI, FRMS, WVR, WRDC, and/or Equivest, and vice versa. FRMS, WVR, WRDC, and/or Equivest resorts are marked with a plus symbol “+” if applicable in the Resort List, and Members List both of which are attached hereto. Certain officers and directors of RCI may own, or have rights to acquire, shares of stock in Wyndham Worldwide. 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, seller, managing entity or vacation ownership plan participating in the RCI Points Exchange Program. RCI is an independent exchange service company and is not owned, operated or controlled by an Affiliated Resort developer, seller, managing entity or vacation ownership plan participating in the RCI Points Exchange Program.

Because vacation exchange is used intermittently as an adjunct to Vacation Ownership, potential Vacation Owners should select a resort that best meets their

ongoing vacation needs. **A Member's decision to purchase Vacation Ownership should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of the Vacation Ownership Resort and not upon the anticipated benefits of the RCI Points Exchange Program. The Affiliated Resort at which a Member purchases Vacation Ownership is solely responsible for its financial viability and the quality of its accommodations, facilities, amenities, management and services.**

PARTICIPATION IN THE NETWORK. Participation in the Network is voluntary. The rights of membership and term of such memberships may vary among Members and RCI may waive certain requirements, in its discretion. Membership in the Network may be offered for varying lengths of time. **Subscribing membership in the RCI Points Exchange Program includes access to the RCI Weeks Exchange Program.**

By executing a Network Participation Agreement, the RCI Points Subscribing Member deposits with the Network all rights of use, occupancy, access and enjoyment in respect to his or her Vacation Time. The Member retains title to his or her Vacation Ownership, subject to this Deposit. The Deposit is for the benefit, use and enjoyment of the Network Administrator in accordance with the Network Documents. The Deposit shall be for a term equal to the stated term of the Member's Network Participation Agreement, subject to the Network Documents.

The Network Participation Agreement between the Member and the Network Administrator is a separate and distinct agreement from any agreement that the Member may have with the developer or seller of a vacation plan, including any agreement with the developer or seller to purchase Vacation Ownership or to occupy or use Vacation Time or other property or benefits or All Inclusive Packages. The Network provides an opportunity to obtain exchanges pursuant to Reservations and does not provide a right to occupy any specific Unit or Units.

The Deposit of Vacation Time and availability of **RCI Points®** to a Member does not relieve a Member's obligation to pay all fees or other amounts due RCI, or the obligation to pay any maintenance fees, assessments, taxes or other similar charges or fees imposed by any applicable local, state or federal government entity (or its equivalent if the resort is in a foreign country) or other similar charges or fees relating to the Member's Vacation Ownership. **Network privileges may be suspended at the Network Administrator's sole discretion. Reasons the Network Administrator may suspend privileges include but are not limited to the Member's failure to pay Home Resort maintenance fee(s), assessment(s) or other charges when due. If the Member or guest is**

assessed special charges, user fees or government taxes that may not be required by a Member's Home Resort by an Affiliated Resort, it is the Member's or guest's obligation to pay those charges, fees or taxes, and not the obligation of the Network, the Network Administrator or any Affiliated Resort.

RCI also reserves the right to offer additional benefits to Members in exchange for deposited Vacation Time. Additional benefits so offered may periodically change at RCI's sole discretion. In addition, RCI does not guarantee that any specific additional benefit will be available to Members, or, if made available, will remain available for any period of time.

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

THE CONTENTS OF THIS DISCLOSURE GUIDE AND ALL OTHER NETWORK DOCUMENTS, INCLUDING THE TERMS AND CONDITIONS OF RCI POINTS SUBSCRIBING MEMBERSHIP AND ANY PROVISION IN ANY DOCUMENT RELATED TO, FEES, BENEFITS AND RESERVATION PROCEDURES AND PRIORITIES. ARE SUBJECT TO MODIFICATION, AMENDMENT, OR ELIMINATION BY THE NETWORK ADMINISTRATOR WITHOUT ADVANCE NOTICE.

SUBSCRIBING MEMBERSHIP AND TRANSACTION FEES. Network Dues and Subscription Fees ("Network Dues") are payable to the Network each Use Year. The Network Dues effective as of July 1, 2012 are:

- 1 year: \$124 USD**
- 2 years: \$229 USD**
- 3 years: \$319.02 USD**
- 4 years: \$409 USD**
- 5 years: \$499 USD**

Each time a Member makes a transaction, a transaction fee is charged. Transactions include but are not limited to making a Reservation, canceling a Reservation, saving RCI Points, or making an External Exchange Reservation. Effective as of July 1, 2012 the ranges of transaction fees are as follows:

Reserving Member's own Vacation Time for 7 nights only: No Charge

Home Resort Priority Reservation for 7 nights only:
Online: \$40 USD
Call Center: \$50 USD

Reserving Vacation Time other than Member's own Vacation Time or Home Resort Priority Reservation:

	Call Center	Online
For 7 nights or more	\$159 USD	\$149 USD
6 nights	\$139 USD	\$129 USD
5 nights	\$119 USD	\$109 USD
4 nights	\$109 USD	\$99 USD
3 nights	\$89 USD	\$79 USD
2 nights	\$69 USD	\$59 USD
1 night	\$49 USD	\$39 USD

RCI Points Partner Inventory Reservation: Fees vary by product type.

Guest Certificate: \$59 USD

Points Transfer: \$98 USD

Point Borrowing: No Charge

Points Rental: \$0.02 USD per point

Points for Deposit: \$26 per use, limit 4 uses per year

Point Saving:

If Reservation Made During Use Year: No Charge

If No Reservation Made During Use Year: \$26 USD

Points Extension:

**13,999 points or less: \$39 USD;
14,000 points or more: \$99 USD**

**Membership Transfer Application:
\$98 USD**

RCI Vacation Protection:

**For 5 nights or more: \$49 USD
For 3 – 4 nights: \$39 USD
For 1 – 2 nights: \$29 USD**

Call Center Domestic/International External Exchange: \$199 USD

RCI.COM Domestic/International External Exchange: \$189 USD

The above fees may vary for corporate participation or other programs offered by or through RCI and are subject to change in RCI's discretion. RCI in its sole discretion may charge Members in their local currency and may further require payment in such local

currency. Fees may vary from time to time due to the inclusion of any applicable government fees or taxes. Certain promotions may involve fees that are less than the standard fees shown. From time to time, in order for RCI to obtain more favorable inventory for 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 in the manner set forth in the Terms and Conditions. RCI reserves the right to charge fees in addition to those outlined above, including but not limited to, enrollment fees.

RCI serves Members where they reside, providing convenient hours and telephone access and, where appropriate, access to RCI Guides who speak the Member's home language. If the Member permanently resides outside the US, the Member may be serviced by the RCI regional office for the Member's country of permanent residence and the program rules applied and fees charged may be those applicable to that region. Due to currency fluctuations, fees paid to a regional office may vary.

AFFILIATED RESORTS. The names and addresses of all currently participating Affiliated Resorts as of December 31, 2011 are set forth in the Resort List, attached hereto, classified by number of units of Inventory at each such Affiliated Resort. The number of Members eligible to participate in the Program at each Affiliated Resort as of December 31, 2011 is attached hereto as the Members List. Members having access to multiple RCI exchange programs are counted only as being enrolled in their primary exchange program. The minimum duration of Vacation Time intervals at each Affiliated Resort is the duration established by the governing documents of the Affiliated Resort.

RCI may add new and remove existing Affiliated Resorts to the Program at its sole discretion. RCI considers factors such as size, location, and quality of the resort and its accommodations when adding new affiliated resorts.

RESERVATION STATISTICS. Reservation statistics for the calendar year ending 2011 have been audited and are disclosed in this Disclosure Guide. **THE PERCENTAGE OF CONFIRMED EXCHANGES IS A SUMMARY OF THE EXCHANGE REQUESTS CONFIRMED WITH THE EXCHANGE COMPANY IN THE REPORTED PERIOD. 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.**

TERMS AND CONDITIONS OF RCI POINTS® SUBSCRIBING MEMBERSHIP

The following Terms and Conditions (the “Terms and Conditions”) govern a subscription membership in the RCI Points® Exchange Program (the “Program”). The Program is contained and described in the Participation Agreement and these Terms and Conditions, as amended by RCI from time to time (collectively, the “Network Documents”). The Network Documents comprise the terms of a binding contract between RCI and Members of the Program.

1. DEFINITIONS. The following definitions apply:

A. Affiliated Resort or RCI Points Affiliated Resort — A resort, resort group, vacation club, vacation plan or other legal entity, which is included in the Network pursuant to an effective Network Affiliation Agreement.

B. Affiliation Agreement or Network Affiliation Agreement — The agreement that states the terms and conditions under which an entity owning, controlling, or managing accommodations, including but not limited to a resort, hotel, condominium or condominium association, or Vacation Ownership developer becomes an Affiliated Resort.

C. All Inclusive Package — A package of food, beverages, or other amenities required or offered by the resort for an additional fee. Payment for an All Inclusive Package may be required prior to or at check-in. All Inclusive Packages may vary in price and in the types of food, beverages, and amenities included. The Member may be required to purchase the All Inclusive Package as a condition for use of the accommodations, or the All Inclusive Package may be optional and Members may not be required to choose whether to purchase it as a condition for use of the accommodations. Food, beverages, and amenities may not be available at the resort if the Member chooses not to purchase an optional package. Fees, terms and conditions of All Inclusive Packages are determined solely by the resort, and are subject to change at any time.

D. Daily/Split Reservation — A Reservation of Vacation Time that is greater or less than seven (7) nights.

E. Deposit — An assignment of Vacation Time into the Network Depository for use and Reservation through the Network by or on behalf of a Member, pursuant to a Participation Agreement or corporation participation.

F. External Exchange — The process by which Members obtain access to Vacation Time through the External Exchange Program.

G. External Exchange Program or RCI Weeks Exchange Program or RCI Weeks means the

program through which Members may use **RCI Points** to obtain access to Inventory in the RCI Weeks Exchange Program.

H. Guest Certificate — A certificate purchased from RCI and presented to the provider of accommodations or Points Partner Inventory enabling Members to give the use of a specified number of RCI Points, a confirmation or certain other benefits of membership, as RCI in its discretion may permit from time to time, as a gift to non-member friends or family members age 21 or older.

I. Home Group — A group of RCI-Affiliated Resorts under common ownership, control or any other contractual relationship with the Member's Home Resort; or a group of resorts which the Network Administrator has determined qualifies as a Home Group.

J. Home Group Priority Period — The period beginning 334 days before the start date of a particular Vacation Time and ending 304 days prior to the start date of any particular Vacation Time.

K. Home Resort — The Affiliated Resort at which a Member owns Vacation Ownership or the Affiliated Resort at which a Member is assigned Vacation Time to Deposit to the Network.

L. Home Resort Priority Period — The period beginning 365 days before the start date of a particular Vacation Time, and ending 335 days prior to the start date of any particular Vacation Time.

M. Home Week Priority Period — The period beginning 396 days before the start date of a particular fixed Vacation Time, and ending 366 days prior to the start date of such fixed Vacation Time.

N. Indemnitee — RCI and its partners, officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and the predecessors, successors and assigns of all of them.

O. Inventory or Unit — Vacation Time or any good, service, benefit, or movable or immovable property designed for separate occupancy or consumption including but not limited to any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground or other private or commercial structure or improvement, whether movable or immovable property, and whether situated on real or personal property that is utilized in the Network. The Network Administrator may provide access to Inventory at Affiliated Resorts and Points Partner Inventory.

P. Member — An **RCI Points** Subscribing Member. A corporate participant may, in RCI's sole discretion, be permitted to function as a Member.

Q. Network — The **RCI Points** exchange program and all systems and operations related thereto, including the Reservation System and all **RCI Points** transaction services including but not limited to exchange, reservation and other use services and related benefits made available to Members from time to time in the discretion of the Network Administrator.

R. Network Administrator — RCI, and its successors or assigns in interest.

S. Network Depository — The collection of Inventory from which **RCI Points** exchange requests and other demand needs are confirmed.

T. Network Documents — Those documents adopted by the Network Administrator, as amended from time to time, including, without limitation, these Terms and Conditions, the *Disclosure Guide to the RCI Points Exchange Program*, the External Exchange Program terms and conditions, any Network directory or magazine, the Network Affiliation Agreement and the Network Participation Agreement.

U. Network Dues — The annual fees payable by or on behalf of a Member to participate in the Network.

V. Network Internal Use — The occupancy, enjoyment and use by a Member of Vacation Time or Points Partner Inventory by means of the Reservation System.

W. Network Participation Agreement or RCI Points® Participation Agreement means the form or forms prescribed by the Network Administrator from time to time for the enrollment of Members in the Network.

X. Participant — Any person, other than a Member, whose ability to participate on a non-recurring basis in the Network is set forth in a Network Participation Agreement, if any exists, between the person and the Network Administrator.

Y. Points Partner Inventory — benefits, other than Vacation Time at an Affiliated Resort, which the Network Administrator may make available to Members through any means.

Z. Points Partners — Third parties who offer Points Partner Inventory, at the discretion of the Network Administrator.

AA. RCI Vacation Protection means the vacation protection program described in these Terms and Conditions.

BB. RCI Points or Points — The representation of reservation value allocated by the Network Administrator to Vacation Time and Points Partner Inventory from time to time, as well as any

Reservation rights allocated by the Network Administrator to Members from time to time.

CC. RCI Points Subscribing Member or RCI Points Member — A person whose Network Participation Agreement has been accepted by the Network Administrator and who, during any relevant period, has deposited Vacation Time in the Network Depository. The term “RCI Points Subscribing Member” also includes an individual whose participation in the Network is via a corporate member of the Network, as permitted by Network Administrator. Membership denotes a subscription to *Endless Vacation®* magazine; Network benefits are obtained only via this subscription. Also known as a “Member”.

DD. Reservation - The right of a Member to obtain a particular Network Internal Use.

EE. Reservation System — The method, means or system by which a Member may obtain a Reservation as set forth in the Network Documents.

FF. Standard Reservation Period — The period beginning 303 days prior to the first day of any particular Vacation Time and ending on the last date of such Vacation Time.

GG. Terms and Conditions — These Terms and Conditions of **RCI Points** Subscribing Membership.

HH. Transaction — Any activity conducted by the Member through the Network, including but not limited to any Reservation request; the saving of Points (whether automatic or by Member request); the transfer of Points; the borrowing of Points; the rental of Points; inclusion on a wait list; cancellation of any Reservation; or any External Exchange request.

II. Use Year — The annual, recurring twelve (12) month period applicable to each Member described in Section 5D below.

JJ. Vacation Ownership — The Member’s legal right to own, occupy or use accommodations at their Home Resort.

KK. Vacation Time — Use rights for a period of time, whether recurring week(s), or parts thereof, of a Member’s Vacation Ownership, which are deposited in the Network. There are two types of Vacation Time:

i. Fixed Vacation Time — Vacation Time for which a particular Member has the exclusive right to use specific accommodations at a specific time pursuant to the Member’s purchase agreement with the developer.

ii. Floating Vacation Time — Vacation Time for which a particular Member has the right only to

reserve the accommodations on a space available, first come, first-served basis.

LL. Vacation Time Expenses — 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.

MM. You — “You,” “Member” or “Vacation Owner” refers to an owner of Vacation Time who has been accepted for enrollment in the Program.

NN. “We” or “RCI” refers to RCI, LLC, a Delaware limited liability company (registered as Resort Condominiums International, LLC in Connecticut New Jersey, North Carolina and Ohio). RCI owns and operates the Program.

2. BENEFITS OF MEMBERSHIP. RCI will allow participation in the Network to all Members who comply with these Terms and Conditions. Member benefits under the Program Documents include the use of the Reservation System and the Network Depository through which Members exchange and reserve use of Vacation Time and Points Partner Inventory for themselves and their guests, and access to RCI’s ENDLESS VACATION® magazine and other printed or electronic publications, RCI’s website at www.rci.com, and other travel and leisure benefits (collectively, the “Program Benefits”). Each Member, on behalf of themselves and their guest, by use of the Network, acknowledges that the Network is not a corporation, legal entity or association of any kind, but is only the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by the Network Administrator, together with such additional services as the Network Administrator may arrange through additional agreements with other service providers. RCI is responsible only for the written representations that it makes concerning RCI and the RCI Points Exchange Program, and is not responsible for any other representations made by any other person or entity. The Member acknowledges that there may be more than one co-owner on a single membership. RCI may honor instructions from any person listed in RCI’s records as a co-owner of Vacation Time and, in the event of conflicting instructions, RCI may refuse to honor any later instruction received. RCI may require multiple owners of the same Vacation Time to submit separate Participation Agreements for which fees will be applicable.

3. CONDITIONS OF MEMBERSHIP.

A. Conditions Precedent. In order for any Member or Participant to make a Reservation in the Network, the following conditions must be met:

i. For **RCI Points**® Members:

a. The Member must be party to a Network Participation Agreement and the agreement must have been accepted by the Network Administrator. The Network Administrator reserves the right to refuse any Network Participation Agreement and applicable fees presented to it;

b. The Vacation Time deposited or sought to be deposited by the Member must be located at an Affiliated Resort in good standing in the Network. The Network Administrator may elect, in its sole discretion, to allow Vacation Time to be deposited that is not from an Affiliated Resort;

c. The Member must be current on all applicable Network Dues and fees; and

d. The Member must be current on all Vacation Time Expenses, and the Affiliated Resort at which such Member owns Vacation Time must have lifted any maintenance fee “block” placed on the Member’s account.

ii. For Participants:

a. The Participant must be a party to a Participant Agreement accepted by the Network Administrator; and

b. The applicable dues must have been submitted to the Network Administrator by, or on behalf of, the person.

B. Enrollment. Network Participation Agreements are only valid if entered into in the name of the lawful owner of the Vacation Ownership. The Network Administrator may require that any corporation, partnership, trust or other entity holding title to Vacation Ownership, other than a natural individual, designate an individual who shall be the exclusive beneficiary of, and exercise membership rights on behalf of, such enterprise. The Network Administrator may require separate subscribing memberships for multiple owners of a single Vacation Ownership and may limit how multiple owners may exercise rights of membership in certain circumstances, except as set forth in the Network Participation Agreement. The Member agrees that if any information contained in the Network Participation Agreement is incorrect, the Member will accept a notice of changed information from the Network Administrator as conclusive evidence of the correct information, and such notice shall be effective to amend the Network Participation Agreement. The period for which a Member is enrolled as a Member of the Network is set forth in the Network Participation Agreement.

C. Enrollment Fee. The Network Administrator may charge an enrollment fee payable upon commencement of membership, the amount of which may vary from time to time and among Members.

D. Network Dues. The Member shall pay Network Dues in an amount determined by the Network Administrator at its sole discretion. The amount of Network Dues may vary from time to time and among Members. Network Dues paid by an **RCI Points** Member include a subscription fee for the External Exchange Program.

E. During the term of the Membership period, Members are responsible for payment to RCI of all fees described in these Terms and Conditions, as well as any other applicable fees, in the amounts set by RCI for its Members and disclosed on its website at www.rci.com. It is the Member's responsibility to notify RCI of any changes to Member's information, including, without limitation, change of address, email address or ownership.

4. RCI POINTS® VALUATION. All Vacation Time and Points Partner Inventory are assigned an **RCI Points** value by the Network Administrator. The assigned value is determined by the Network Administrator in its sole discretion and is based upon factors including, but not limited to, supply and demand of Vacation Time at the Affiliated Resort, Unit type, seasonality, and historical occupancy percentages, season, and availability and type of core amenities at the Affiliated Resort. The Network Administrator may revalue Vacation Time and Points Partner Inventory from time to time, which may lead to an increase or decrease in the assigned RCI Point value for that Vacation Time or Points Partner Inventory. If the RCI Point Value assigned to a Deposit increases or decreases as a result of such revaluation, the Network Administrator may increase or decrease the RCI Point Value assigned to the Deposit, at its sole discretion.

5. RCI POINTS ALLOCATION, USE YEAR.

A. Each year Members are allocated a specific number of **RCI Points** in exchange for the Deposit of Vacation Time into the Network Depository. Members may receive the **RCI Points** allocation only upon fulfilling the conditions precedent set forth in the Participation Agreement. **RCI Points** are symbolic of the ability to make certain Reservations for the use and enjoyment of Vacation Time and Points Partner Inventory through the Network during a particular Use Year.

B. The initial allocation of **RCI Points** to a Member is determined when the Member makes its first Deposit into the Network Depository. Subsequent allocations occur upon the Deposit of additional Vacation Time. Once a Member has been assigned **RCI Points** for each Vacation Time Deposit subject to a Participation Agreement, the amount of RCI Points will not change, and Members will be allocated the same number of **RCI Points** each Use Year for each Vacation Time Deposit unless the Network Administrator increases or decreases the RCI Point value of that Vacation Time. If the Network

Administrator increases or decreases the RCI Point value of the Members Vacation Time, the **RCI Points** allocated to that Member will increase or decrease by the same amount.

C. The number of **RCI Points** which a Member receives annually is the aggregate of **RCI Points** allocated to the Member. The number of **RCI Points** which a Participant receives for his or her time of participation is the amount set forth in the Participant's agreement.

D. The "Use Year" for each Member is the annual recurring twelve (12) month period, set forth in the Network Participation Agreement. The Member's Use Year shall begin on the date determined by the Network Administrator.

THE MEMBER MAY LOSE THE USE OF RCI POINTS THAT ARE NOT USED TO MAKE A RESERVATION IN THE NETWORK WITHIN A GIVEN USE YEAR IF THE MEMBER FAILS TO USE ANY OR ALL ASSIGNED RCI POINTS DURING THE USE YEAR AND DOES NOT TRANSFER OR SAVE THOSE RCI POINTS. IN THE EVENT OF SUCH FAILURE BY THE MEMBER THE POINTS ARE DEEMED TO EXPIRE AT THE END OF THAT USE YEAR.

6. RESERVATIONS.

A. Reservation Requests. A Member may request a Reservation any time after the Network Administrator accepts that Member's Network Participation Agreement. A Member shall only be permitted to make a Reservation through the Network if the Member is current in any and all obligations owed to the Network Administrator, his/her membership is otherwise valid and he or she is otherwise in compliance with the Network Documents.

B. RCI Points Usage, Priority. In order to make a Reservation for use of particular Vacation Time or of a Unit of Points Partner Inventory during any Use Year, a Member may only use **RCI Points** allocated in that Use Year and any **RCI Points** saved, borrowed, transferred or rented in or into that Use Year. A Member may make a Reservation for use of Vacation Time or a Unit of Points Partner Inventory in any future Use Year; provided that Use Year is within the term of the Member's Network Participation Agreement and the Network Dues have been paid through the end of the Use Year in which the Vacation Time falls. Saved **RCI Points** shall be used first, followed by current **RCI Points**, rented **RCI Points**, transferred **RCI Points** that have been saved, transferred current **RCI Points**, and transferred rented **RCI Points**.

C. Reservation Periods. Reservation Periods vary from Member to Member based on the terms of

each individual Participation Agreement Examples of Network Reservation periods are as follows:

i. Home Week Priority Period. The Home Week Priority Period is designed to support a Member's use of the Member's Fixed Vacation Time. During the Home Week Priority Period, a Member who deposited Fixed Vacation Time has the exclusive right to reserve the use of that Vacation Time, subject to the Network Documents. The Home Week Priority Period begins 396 days and ends 366 days (approximately 13 to 12 months) prior to the first day of occupancy of the Fixed Vacation Time. If a Member makes a Home Week Priority Reservation, it must be made for the full week, and the Member will use the entire allocation of **RCI Points**[®] arising out of that Vacation Time to make the Reservation.

ii. Home Resort Priority Period. The Home Resort Priority Period is designed to support a Member's use of Vacation Time at his/her Home Resort. During this period, Reservations of Vacation Time in the Home Resort are available on a first-come, first-served basis exclusively to Members who deposited Vacation Time at that Home Resort. The Home Resort Priority Period begins 365 days and ends 335 days (approximately 12 to 11 months) in advance of the start date of the relevant Vacation Time. If the Member makes a Home Resort Priority Period Reservation at the location where the Member deposited Floating Time during the Member's floating use period, the reservation must be made for a full week, and the Member will use the entire allocation of **RCI Points** arising out of that Vacation Time to make the Reservation.

iii. Home Group Priority Period. The Home Group Priority Period is designed to support a Member's use of Vacation Time at resorts in his/her Home Group (or the continued use of his/her Home Resort if his/her Home Resort is not part of a Home Group). During this period, Reservations of Vacation Time in the Home Group are available on a first-come, first-served basis exclusively for Members who deposited Vacation Time in that Home Group. The Home Group Priority Period begins 334 days and ends 304 days (approximately 11 to 10 months) prior to the start date of the relevant Vacation Time.

iv. Standard Reservation Period. The Standard Reservation Period is the time period during which all Vacation Time at Affiliated Resorts becomes available for Reservation by all Members on a first-come, first-served basis. The Standard Reservation Period begins 303 days (approximately 10 months) in advance of the start date of the relevant Vacation Time.

v. Nonstandard Periods. The Network Administrator reserves the right to provide a different Home Week Priority Period, Home Resort Priority Period, Home Group Priority Period or Standard Reservation Period other than those specified in

these Terms and Conditions for designated Affiliated Resorts or specified Vacation Time.

D. Priority Reservations. During the Member's Home Week Priority Period and Home Resort Priority Period, the Member may use no more than the number of **RCI Points** allocated from the Member's Deposit of Vacation Time. The Member may, however, use transferred or borrowed **RCI Points** for a Home Week Priority Reservation or a Home Resort Priority Reservation if the Member had previously used current **RCI Points** for another Reservation.

E. Daily/Split Reservations. **RCI Points** Members may obtain a Daily or Split Reservation which entitles the Member to use a Unit at an Affiliated Resort for periods other than a one-week period. Minimum lengths of stay and the Reservation window applicable to a Daily/Split Reservation are determined by the Network Administrator at its sole discretion for each Affiliated Resort. A Member may not make a Daily/Split Reservation during the Home Week Priority Period and the Home Resort Priority Period.

ALL VACATION TIME AT AFFILIATED RESORTS AND UNITS OF POINTS PARTNER INVENTORY ARE SUBJECT TO AVAILABILITY. ALL RESERVATIONS, EXCEPT THOSE MADE DURING THE HOME WEEK PRIORITY PERIOD ARE OFFERED ON A SPACE AVAILABLE, FIRST-COME, FIRST-SERVED BASIS. ALL RESERVATIONS ARE CONTINGENT UPON THE MEMBER REQUESTING THE RESERVATION AND HAVING SUFFICIENT RCI POINTS TO OBTAIN THE DESIRED VACATION TIME OR POINTS PARTNER INVENTORY. USE YEAR LIMITS, BLACKOUT DATES, AND POINTS USE MAXIMUMS MAY APPLY AT SOME RESORTS AND WITH RESPECT TO SOME POINTS PARTNER INVENTORY. THE EARLIER A RESERVATION IS REQUESTED, THE BETTER THE POSSIBILITY THAT A CONFIRMED RESERVATION CAN BE OBTAINED.

F. Making a Reservation. Reservations may be made in person, by mail, by facsimile, electronically at www.rci.com or by telephone. Reservation requests are to be made to the Network Administrator as follows:

- i. By telephone: 1-877-968-7476
- ii. By facsimile: 1-317-805-9315
- iii. By mail:

RCI Points
Attention: **RCI Points** Network
PO Box 2099
Carmel, In 46082

iv. In person:

RCI
9998 North Michigan Road
Carmel, Indiana 46032

v. Electronically at www.rci.com

The Member will receive a written or electronic Confirmation, which must be presented upon check-in or, if not available, then the Confirmation detail provided by RCI for such purpose must be provided.

G. Alternate Reservation Procedure (Floating Time). The Network Administrator may determine that Home Week, Home Resort or Home Group Reservations shall be made directly with the Home Resort or Home Group for certain Affiliated Resorts. If such determination is made, reservations other than Home Week, Home Resort or Home Group shall be made with the Network Administrator.

H. Customer Care. Complaints about accommodations or services provided at an Affiliated Resort or accommodating party should be made at the earliest opportunity to a person in authority at the Affiliated Resort or accommodating party. In the event the Affiliated Resort or accommodating party does not resolve the matter to your satisfaction, you should contact RCI's Customer Care department online at www.rci.com, select the "Contact RCI" tab at the top of the screen, click on the "United States and Canada" link, then click on "Send us an e-mail" and fill out the online Feedback Form. Alternatively, you may send an e-mail directly to rcipoints@rci.com, or send a letter to RCI's Customer Care department at P.O. Box 80229, Indianapolis, Indiana 46280-0229 or call 1-877-968-7476 with an urgent problem. RCI may be unable to assist with a resolution if you do not supply full details of the complaint within thirty (30) days of your return.

7. RESERVATION SYSTEM PRIORITIES. The Member should not rely on any representation that specific resort choices, additional benefits or specific Vacation Time can be guaranteed through the Network other than Home Week Priority Reservations.

Home Resort and Home Group reservation requests may receive priority over the requests of Members who do not own Vacation Time at that Home Resort or Home Group.

Other limitations, restrictions and priorities may be employed in the operation of the Network, 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 Points Partner Inventory may be restricted in availability based upon applicable

priorities and classification grouping of resorts, Vacation Time or benefits.

Inventory is shared regionally to facilitate Member Exchanges. The Network Administrator may set aside deposited Vacation Time to match regional Reservation requests and other demand needs.

In any case, the Member must have the necessary allocation of RCI Points to reserve the desired Vacation Time or obtain the Points Partner Inventory.

To increase the likelihood that specific resort choices and Vacation Time may be confirmed, Members are encouraged to request a Reservation as far in advance of requested Vacation Time as possible. **The Network provides only the opportunity to obtain exchanges and does not provide the right to occupy any specific Unit or Unit types with the exception of reservations made during the Home Week Priority Period.**

8. TRANSACTION FEES. The Network Administrator will collect the applicable Transaction fee prior to confirming each transaction requested by a Member. Transaction fees are established by the Network Administrator and may change from time to time and among Members without advance notice from RCI and shall be disclosed on www.rci.com.

9. BORROWING RCI POINTS®. The Member may borrow RCI Points from the next Use Year so long as that Use Year is within the term of the Member's Network Participation Agreement and the Member's Network Dues have been paid in full through the end of such Use Year. The Network Administrator may, at its sole discretion, suspend or otherwise limit the member's ability to borrow RCI Points and use of borrowed RCI Points.

10. SAVING and EXTENDING RCI POINTS.

A. Eligible RCI Points will be automatically saved and the Member will be charged a transaction fee if the Member has not used any of its Points by the end of a Use Year.

B. RCI Points that have been previously saved cannot be saved into a subsequent Use Year. Rented RCI Points cannot be saved into another Use Year.

C. RCI Points that have been saved must be used in the Use Year into which they were saved, unless extended. If RCI Points are not used in the Use Year to which they have been saved, they will expire unless the Member chooses to extend previously saved but expiring Points for one (1) additional Use Year. A transaction fee shall apply.

D. Saved **RCI Points** may be transferred to another Member, but those **RCI Points** are usable only within the transferee Member's current Use Year and may not be saved again.

E. If **RCI Points** are saved, used for a Reservation and such Reservation is then cancelled, the saved **RCI Points** shall remain in the Use Year into which they were saved.

F. The Network Administrator, at its sole discretion, may suspend or otherwise limit the Member's ability to save or to use saved **RCI Points**.

11. TRANSFERRING RCI POINTS. The Member may transfer his/her **RCI Points** to another Member for use in the transferee Member's Use Year subject to the Network Documents, so long as there is no compensation or other consideration between the transferor and the transferee for the transfer. The transferee Member may return transferred **RCI Points** back to the transferor Member, but not to another Member. In order to transfer **RCI Points**, the Network Administrator must have received a completed authorization, in the form established by the Network Administrator. If the transferee Member subsequently cancels a Reservation fulfilled through the use of transferred **RCI Points**, the transferred **RCI Points** shall be returned to the transferee Member's account. The Network Administrator will charge a fee for such transfer of **RCI Points** and in its sole discretion, may suspend or otherwise limit the Member's ability to transfer or to use transferred **RCI Points**.

12. "RENTING" RCI POINTS. The Network Administrator may, in its sole discretion, offer the Member the opportunity to "rent" additional **RCI Points** for use in any particular Use Year. The rental rate for **RCI Points** is determined by the Network Administrator and may change from time to time without advance notice to the member. There is no guarantee that the Member will be able to rent **RCI Points**, since the availability of **RCI Points** in any particular Use Year is dependent upon the availability of inventory in the Network Depository. If available, **RCI Points** rental is an opportunity provided only on a first-come, first serve basis. The Network Administrator reserves the right to restrict the total number of **RCI Points** that can be rented within the Network in any one Use Year, the total number that can be rented by a Member during a Use Year, and/or the Reservations for which rented **RCI Points** can be used. Rented **RCI Points** may only be used in the current Use Year and cannot be saved or transferred. Rental Points must be used in the year rented and do not establish or provide for any recurring use. The Member must pay the transaction fee for rental of **RCI Points** at the time the transaction is requested. The Network Administrator, at its sole discretion, may suspend or otherwise limit the Member's ability to rent **RCI Points**.

13. POINTS FOR DEPOSIT. The Network Administrator may, at its sole discretion offer members who own Vacation Time at resorts affiliated with the RCI Weeks Exchange Program the ability to convert their RCI Weeks deposit into additional **RCI Points**. The fee for such conversion is determined by the Network Administrator and may change from time to time without advanced notice to the member. There is no guarantee that the Member will be able to convert RCI Weeks deposits into RCI Points since conversion is subject to the policies of individual RCI Weeks affiliates. If available, conversion is an opportunity provided only on a first-come, first-serve basis. The Network Administrator, at its sole discretion, may suspend or otherwise limit the Member's ability to convert RCI Weeks deposits into **RCI Points**.

14. CANCELLATIONS. A Member or guest may cancel or change a Confirmed Exchange by notifying the Network Administrator by telephone or in writing. The Network Administrator, at its sole discretion, may require a fee for cancellation based on the reason for cancellation, timeliness of cancellation, and type of Inventory or Points Partner Reservation as follows:

A. RCI Points Affiliated Resort Reservations.

i. Refund of Transaction Fee. The Member or guest may cancel an **RCI Points** Affiliated Resort Reservation and obtain a refund of the Transaction fee until the end of the next RCI business day following the date on which the Reservation is confirmed. No refund of the Transaction fee will be made thereafter, except that a Guest Certificate fee will be refunded if cancelled greater than sixty (60) days in advance of travel.

ii. Refund of RCI Points. The Member or guest may cancel an **RCI Points** Affiliated Resort Reservation and obtain a 100% refund of the **RCI Points** used to make the reservation before the end of the next RCI business day following the date on which the Reservation was confirmed, if the Reservation was confirmed fifteen (15) or more calendar days prior to the starting time of the Reservation. If the Reservation was confirmed less than fifteen (15) days prior to the starting time of the Reservation, 25% of the **RCI Points** used will be refunded upon such cancellation.

iii. After the end of the next RCI business day following the date on which the Reservation was confirmed, the Member or guest may cancel an **RCI Points** Affiliated Resort, but the amount of **RCI Points** refunded, if any, depends upon how far in advance of the confirmed dates the cancellation is made. The following sliding scale will be used to determine the percentage of the Member's RCI Points that may be refunded if the Member cancels an **RCI Points** Affiliated Resort Reservation less than one hundred twenty (120) days in advance of the start time of the Reservation:

120 Days or greater 100% refunded
119 Days to 61 days 75% refunded
60 Days to 30 days 50% refunded
29 Days or less 25% refunded

iv. Refunded RCI Points that have not been previously saved return to the Use Year from which they originated unless that Use Year has passed. If that Use Year has passed, the **RCI Points**[®] will be treated as auto-saved and will return to the current Use Year. No fee will be assessed for such auto-saving of RCI Points. If the **RCI Points** to be refunded have been previously saved and the Use Year into which such RCI Points were saved has passed, then such RCI Points shall be forfeited unless the Member extends such **RCI Points**. In such case a Transaction fee shall apply.

v. Points Partner Reservations. All **RCI Points** Partner reservations are non-refundable, non-changeable and non-transferable, unless otherwise stated at the time of booking. The cancellation policy for Points Partner Reservations is subject to change. RCI may contract with a third party provider for the fulfillment and servicing of Point Partner transactions. The cancellation policy with respect to such transactions is subject to change at the discretion of the third party or RCI. The Network Administrator shall not be obligated to refund any **RCI Points, transaction fees, or cash** to Member.

B. RCI[®] Weeks Reservations.

i. Members will have access to the **RCI Weeks Exchange Program** and may make a Reservation of available RCI Weeks inventory upon redemption of the number of **RCI Points** currently set by the Network Administrator. If an **RCI Weeks External Exchange** is requested and space is unavailable, the Member may submit an Exchange Request. **RCI Points** are deducted at the time the Reservation is made. RCI reserves the right to modify the format in which it conveys Points values assigned to RCI Weeks inventory.

ii. Refund of Transaction Fee. A Member may cancel or change a Reservation at an **RCI Weeks Affiliated Resort** by telephone or in person at RCI, 9998 North Michigan Road, Carmel, Indiana 46032. A Guest cannot cancel an RCI External Exchange Reservation. For RCI Weeks Alternative Inventory Reservations, Section 19 of the Terms and Conditions of the RCI Weeks Subscribing Membership shall apply. Upon cancellation of an RCI External Exchange Reservation, RCI may refund the transaction fee paid for the cancelled Reservation according to the following guidelines:

a. If a Member makes an RCI External Exchange Reservation three (3) or more days prior to the check-in date and the Reservation is cancelled before the end of the next RCI business day ("RCI business day" shall be deemed to be regular business

hours of operation for RCI's Carmel, Indiana Call Center), the Member will receive a full refund of the transaction fee paid for the cancelled RCI External Exchange Reservation.

b. If a Member makes an RCI External Exchange Reservation three (3) or more days prior to the check-in date and the Reservation is cancelled after the end of the next RCI business day, the Member shall not be entitled to any refund of the transaction fee paid for the cancelled RCI External Exchange Reservation.

c. If a Member makes an RCI External Exchange Reservation two (2) or less days prior to the check-in date, the Member shall not be entitled to any refund of the transaction fee paid for the cancelled RCI External Exchange Reservation regardless of when the cancellation occurs.

iii. Refund of RCI Points. Upon cancellation of an RCI External Exchange Reservation, the Member may receive a refund of the **RCI Points** used to make the Reservation according to the following schedule:

If a Member confirms an RCI External Exchange Reservation fifteen (15) or more days prior to the check-in date and the Reservation is cancelled before the end of the next RCI business day, 100% of the **RCI Points** used to make the Reservation will be refunded to the Member's **RCI Points** account.

If a Member confirms an RCI External Exchange Reservation fourteen (14) days or less prior to the check-in date and the Reservation is cancelled before the end of the next RCI business day, 25% of the **RCI Points** used to make the Reservation will be refunded to the Member's **RCI Points** account.

If a Member cancels an RCI External Exchange Reservation after the end of the next RCI business day, then the Member may receive a refund of the **RCI Points** used to make the Reservation in accordance with the following:

120 Days or greater 100% refunded
119 Days to 61 days 75% refunded
60 Days to 30 days 50% refunded
29 Days or less 25% refunded

Refunded Points return to the Use Year from which they originated unless that Use Year has passed. In such case, the **RCI Points**[®] will be treated as auto-saved and will return to the current Use Year. No fee will be assessed for this Transaction. If the **RCI Points** associated with the confirmation being cancelled would have previously expired, the Member will forfeit the **RCI Points**.

C. RCI Vacation Protection offers the opportunity to protect a Member's **RCI Points** if an exchange vacation is cancelled. RCI Vacation Protection may be

purchased up to 30 days after confirmation or up to 21 days before the start date of the Reservation, whichever occurs first. RCI Vacation Protection may be cancelled for a refund up to 14 days after purchase so long as such cancellation occurs more than 14 days before the start date of the Reservation. Vacation Protection is not available for Points Partner transactions.

15. WAIT LISTS. The Network Administrator may establish wait lists for particular Vacation Time. To be eligible to be placed on a wait list, the Member must be current in the payment of Network Dues and all other amounts due and payable pursuant to these Terms and Conditions. The Network Administrator reserves the right to limit the number of Members that may be on any wait list.

16. GUESTS/GUEST CERTIFICATES. A Member may give deposited Vacation Time or a Confirmation or certain other benefits of membership, as RCI in its discretion may permit from time to time, to a friend or family member by purchasing a Guest Certificate from RCI at the then-current Guest Certificate fee on the date of issue. Confirmations for guests must be initiated by the Member, and Confirmations may be made in the guest's name. It is the responsibility of the Member to forward any and all correspondence and information regarding Guest Certificates and Confirmations to the guest.

Guest Certificates may only be used by the individual(s) named on the certificate and their guests and may not be used by persons under the age of twenty-one (21). Guest Certificates may not be used for any commercial purpose, or monetary or other consideration, by Member or guest, including with limitation, auction, barter, rental, raffle or sale of the Guest Certificate or the underlying exchange. Their use is also subject to any conditions, restrictions or limitations which may be imposed by the Host Resort.

Members are responsible for all acts and omissions of their guests and for any damage caused or expenses incurred by their guests.

RCI reserves the right, in its sole discretion (without refund or credit), to revoke a Confirmed Exchange or Guest Certificate, terminate or suspend the membership of the relevant Member, or deny access to any of the products or services offered in connection with membership in the event a Member or the Member's guests, or the holder of a Guest Certificate breach these Terms and Conditions.

17. NETWORK PARTNER INVENTORY. The Network Administrator anticipates the offering of Points Partner Inventory and may make such inventory available, at its sole discretion which may change from time to time without advance notice to Members. Members of the Network may have the option to use a portion of their **RCI Points**[®] to book, among other things, airline reservations, rental cars,

and hotel stays as may be made available by the Network Administrator from time to time and will be subject to additional terms and use year limits, blackout dates and points use maximums may apply. Each of these Transactions may require a combination of fees, cash paid and **RCI Points** used, and may be subject to applicable taxes. Please see complete and additional terms and conditions of the RCI Points Partner Program available on line at www.rci.com. If any conflict exists between these Terms and Conditions and the terms and conditions of the RCI Points Partner Program found on line at www.rci.com, the terms and conditions of Points Partner Program shall take precedence.

18. ALTERNATIVE MEMBERSHIP OPTIONS. From time to time the Network Administrator may offer one (1) or more membership tiers, which may include additional or alternative membership options, benefits and/or fees. Such benefits may include but are not limited to last minute unit upgrades, advance access to unique acquired inventory, waiver of savings or certain fees, and rebates and discounts on other products and services. Fees and availability of such benefits shall be determined by the Network Administrator in its sole discretion and may change from time to time without advance notice to the Member. The Network Administrator may discontinue offering or administering any such membership options beyond their initial term. Benefits may be offered on a first-come, first-serve basis and the Network Administrator, in its sole discretion, may suspend or otherwise limit any such benefits at any time. Alternative membership options may be subject to additional terms and conditions. Other restrictions may apply. Alternative membership transactions may require a combination of fees, cash paid and RCI Points used, and may be subject to applicable taxes. Some products and services may be provided by third parties and may be subject to separate terms and conditions of such third parties. RCI does not warrant and is not liable for the availability, value or safety of any such third party benefits. If alternative membership options are available to Members, terms and conditions of such alternative membership options, including pricing information can be found at www.rci.com

19. REPRESENTATIONS/WARRANTIES/ACKNOWLEDGMENTS.

A. Authority. The Member and the persons signing the Network Participation Agreement for the Member have full power and authority and have been duly authorized, to enter into and perform or cause performance of the Member's obligations under the before-mentioned Network Participation Agreement. If applicable, the Member has obtained all necessary approvals of Member's owners, Board of Directors and lenders.

Each Member agrees that by signing the Network Participation Agreement, the Member represents and

warrants to the Network Administrator that: (1) 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; (2) the 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 Network; (3) the physical accommodations in which the Member owns Vacation Time are in good and usable condition during the term of the Member's participation; and (4) all Vacation Time Expenses arising during the term of the Network Participation Agreement have been paid or will be paid by the Member when due.

B. Status. To the best of Member's knowledge, neither Member, Member's Guests, Member's owners (if Member is an entity), Member's officers, managers, directors or employees nor 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.

C. No Misrepresentations or Implied Covenants. All written information Member submits to the Network Administrator about the Member's Home Resort, 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 Network Participation 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 the Network Administrator and Member except as expressly stated in these Terms and Conditions.

D. Reservations. Each Member acknowledges that options available to Members for Reservations and the procedures and conditions governing Reservations are set out in the various Network Documents, copies of which each Member has received. Such procedures and conditions are incorporated herein in their entirety. Each Member further acknowledges that his/her participation in the Network and use of Units at Affiliated Resorts and of Points Partner Inventory are subject to the Network Documents.

E. RCI Subscribing Member. As an **RCI Points** Subscribing Member, each Member acknowledges that he/she has access to the Network External Exchange Program in accordance with the Network Documents. Each Member acknowledges that, such access, use, occupancy and enjoyment of Vacation Time in and through the External Exchange Program is also governed by the Terms and Conditions of RCI Weeks Subscribing Membership, which may change from time to time in accordance with its terms. Each

Member acknowledges that such Member has received a copy of the foregoing terms and conditions prior to executing the Network Participation Agreement.

F. Units. Each Member acknowledges that, except for a confirmed Reservation during the Home Week Priority Period, the Unit for which a 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 such Member's Vacation Time. Each Member acknowledges that it is the sole responsibility of the owner, lessor, lessee or operator of any Affiliated Resort or the providers of Points Partner Inventory, and not the responsibility of the Network Administrator, to ensure its accommodations, facilities and amenities are accessible to and usable by individuals with disabilities.

20. INDEMNIFICATIONS. The 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, the Member, any party associated or affiliated with the Member or any of the owners, officers, managers, directors, employees, agents or contractors of the Member or the Member's affiliates. The 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.

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

21. ADMINISTRATION.

A. Records, Statements. The Network Administrator will maintain records of all

Reservations, use and allocation of **RCI Points**[®]. The Network Administrator will make available to each Member upon request a Points Statement, on a Use Year basis, which shall contain the activity of the Member for the prior Use Year.

B. Late Check-In. Unless a Member or guest informs the check-in desk at a particular resort or the applicable Points Partner Inventory provider that they anticipate checking in later than the arrival time designated within a confirmed Reservation, the arriving Member or guest risks forfeiture of such Reservation and the **RCI Points** used to make such Reservation, consistent with Section 14.

C. Applicable Limitations and Requirements. Various limitations exist for Affiliated Resorts and with respect to Points Partner Inventory (e.g., occupancy limitations, baggage limitations) and requirements related to Units at Affiliated Resorts or Points Partner Inventory provided with optional or mandatory All Inclusive Packages. Each Member and guest shall observe applicable occupancy limitations, and shall comply with any terms and conditions set forth by the respective Affiliated Resort and/or Points Partner Inventory provider.

D. Relationship Between the Network Administrator and Affiliated Resort.

i. The Network, the Affiliated Resorts and the providers of Points Partner Inventory are separate and distinct entities and the services provided by the Network are separate and distinct from the products or services that are sold by or on behalf of the Affiliated Resort or Points Partner Inventory provider. While the Network Administrator may have entered into a Network Affiliation Agreement with a Home Resort or Home Group or an agreement with a Points Partner Inventory provider, the Network Administrator does not have the ability to control the operations or the access to facilities (including access for individuals with disabilities) of the Home Resort or Home Group or the Points Partner Inventory provider. Thus, the Network Administrator is not responsible or liable for the actions or omissions of Affiliated Resorts or of Points Partner Inventory providers.

ii Each Affiliated Resort is a party to an agreement with the Network Administrator. These Terms and Conditions are separate and distinct from the Network Administrator's agreement with the Affiliated Resort.

iii. The Network Administrator and the Affiliated Resort, developer, marketer or seller of Vacation Time are separate and distinct entities, and the Network and the products or services that are sold by or on behalf of the Affiliated Resort, including but not limited to Vacation Time, are also separate and distinct. Neither the Network Administrator nor the Network Depository own, develop, market or sell Vacation Time, nor are either one engaged in a joint venture, partnership or agency relationship with the

Affiliated Resort, developer, marketer or seller of Vacation Time. Further, these Terms and Conditions are separate and distinct from each Member's agreement with the Affiliated Resort, developer, marketer or seller of Vacation Time.

iv. If the Affiliated Resort fails to perform the obligations in its agreement with the Network Administrator, or if that agreement ends for any reason, the resort may lose its Affiliated Resort status. The Network Administrator may, at its option, continue to honor existing memberships for the remainder of their term despite loss by the Affiliated Resort of its status as an Affiliated Resort. The Network Administrator may, at its option, also cancel existing Vacation Time or the relevant **RCI Points**[®] following the loss by the resort of its status as an Affiliated Resort.

v. Each Member's decision to purchase Vacation Ownership should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of such Member's Vacation Time at the Affiliated Resort and not upon the anticipated benefits of the Network. The Affiliated Resort at which a Member purchases Vacation Ownership is solely responsible for its financial viability and the quality of its accommodations, facilities, amenities, management and services, and compliance with all laws, rules and regulations, including, but not limited to, ensuring its accommodations, facilities and amenities are readily accessible to and usable by individuals with disabilities. Each Member acknowledges that the Network Administrator is not the owner, lessor, lessee or operator of any Affiliated Resort or Points Partner Inventory.

E. Information on Affiliated Resorts and Partner Inventory. Information about Affiliated Resorts and Points Partner Inventory provided by the Network is based on information obtained from Affiliated Resorts and Points Partner Inventory providers. While the Network Administrator will make reasonable efforts to ensure that information provided by the Network to the Members is accurate and complete as of the date such information is published by the Network, the Network Administrator expressly disclaims any liability for inaccurate, incomplete or misleading information and has no obligation to update such information concerning any Affiliated Resort or Points Partner Inventory provider.

F. Cancellation by Network Administrator. Reservations may be cancelled by the Network Administrator with respect to any resort which ceases to be an Affiliated Resort or any Points Partner which ceases to offer Points Partner Inventory in this program. Upon any such cancellation, the applicable **RCI Points** will be returned to the Member. The Network Administrator may also cancel a Reservation due to an Event of Force Majeure (as defined in Section 29) which renders the Unit or Unit of Points Partner Inventory uninhabitable or unusable. Upon

any such cancellation, the Member will not receive a refund of **RCI Points** used or fees paid for that Reservation, and the use rights associated with the Vacation Time will remain the property of RCI. In addition, the Network Administrator may cancel a Reservation following the suspension or termination of a Member's membership in the Network. Upon any such cancellation, the Member will not receive a refund of **RCI Points** used for that Reservation or fees paid to RCI for that Reservation and the use rights associated with the Vacation Time will remain the property of RCI.

G. Withdrawal of Benefits. The Network Administrator may withdraw benefits, including Vacation Time at Affiliated Resorts and Units of Points Partner Inventory, or suspend or terminate the affiliation of Home Resorts or Home Groups with the Network in accordance with the following:

i. In the event an Affiliated Resort is not operated in a commercial or reasonable manner that enables it to meet its obligations or is otherwise not in compliance with the rules, regulations, policies and procedures of the Network or if there is a termination of the Network Affiliation Agreement;

ii. In the event a resort is destroyed or condemned or otherwise not suitable for use;

iii. In the event the legal existence of the property regime at the resort is terminated;

iv. In the event that the Network Affiliation Agreement is terminated or expires, or the Affiliated Resort is otherwise terminated from its relationship with the Network, the Affiliated Resort will no longer be considered an Affiliated Resort. In such event, the Network Administrator shall use commercially reasonable efforts to seek to make available alternative accommodations for Members whose confirmed Reservations are cancelled; provided, the Network Administrator has no obligation to reimburse a Member for any cost or expenses or to otherwise satisfy specific requests;

v. In the event that the agreement between the Points Partner Inventory provider and the Network either expires or is terminated; or

vi. In the event that the Network Administrator terminates the operation of the Network.

H. Re-Enrollment. If the Member's membership in the Network terminates or is terminated by the Network Administrator for any reason, and the Member desires re-enrollment in the Network, the Member may be required to execute a new Network Participation Agreement and pay all applicable fees that may be required by Network Administrator. The Member's re-enrollment is subject to the Network Administrator's right to refuse any Network

Participation Agreement and the payment of the applicable fees thereto. A re-enrollment fee, plus network dues for the current Use Year, will be payable.

I. Non-Commercial Use. **Use of the Network and/or RCI Points[®] by a guest or a Member may not be for commercial purposes or monetary or other consideration, including, without limitation, auction, barter, rental, raffle or sale of an exchange, Reservation or Guest Certificate for example.** Such use is grounds for immediate termination of Member's membership and cancellation of any exchange, Reservation or other benefits of the Network without prior suspension of or notice to the Member.

J. Failure to Pay. Network Dues for a Use Year shall be paid annually on or before the date specified in the Participation Agreement. If such dues are not paid within thirty (30) days after the date specified in the Participation Agreement, Network Dues shall accrue interest at 1-1/2% per month (18% per annum) or the maximum permitted by law, whichever is less, and a late fee in the amount of \$10.00 USD will be added to the amount of delinquent dues and interest. Member or guest Transactions fees and other fees are due and payable at the time the Transaction occurs and the Network Administrator may void any Transaction where payment is refused or returned. Failure to pay may lead to termination of membership.

K. Responsible Use, Additional Fees, Damages. Accommodations into which Members and guests have exchanged, or to which Members and guests otherwise have access shall be used in a responsible, careful and secure manner and in accordance with the rules and regulations of the Affiliated Resort or accommodating party. Members and guests are solely responsible for payment of all applicable taxes, personal expenses, utility charges, security deposits, All-Inclusive Package fees and other fees or charges levied with respect to Vacation Time at an Affiliated Resort or a Unit of Points Partner Inventory. Members are solely responsible for any damages, theft or loss and/or expenses incurred or caused by themselves or their guests.

L. Monitoring. Communications to and from representatives of the Network may be monitored and/or recorded for training, quality control purposes and other lawful purposes.

M. Additional Products, Services. The Member acknowledges that the Network Administrator or its affiliates may on occasion offer products or services through solicitations via mail, email, telephone (including automated dialing equipment and artificial and prerecorded messages), facsimile machine and other medium. The Member hereby consents and expressly requests to receive such solicitations and advertisements from the Network Administrator and its affiliates, at the telephone and facsimile number(s),

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

N. Release of Information. The Member authorizes:

i. the Affiliated Resort or other applicable entity to release to the Network Administrator any information the Network Administrator requests related to such Member's payment or failure to pay Vacation Time Expenses.

ii. the Network Administrator to release information with respect to such Member's use of RCI Points allocated to Member's account to the Affiliated Resort(s) at which such Member owns Vacation Time. Additionally, the Member authorizes the Network administrator to release information relating to the Member and Member's ownership of Vacation Time to any Affiliated Resort or Accommodation Provider at which Member makes a Reservation of Vacation Time. The Member acknowledges that such authorization continues, whether or not the Member's subscribing membership is terminated or expires, for the maximum period of time permitted by law or until the Member expressly withdraws such authorization.

O. Outstanding Vacation Time Expenses. The Member acknowledges that if such Member fails to pay Vacation Time Expenses, the Network Administrator may in its sole discretion pay some or all of the outstanding Vacation Time Expenses and may treat the amount of Vacation Time Expenses paid by the Network Administrator as part of such Member's additional Network Dues which have not been paid.

22. MEMBER SUSPENSION AND TERMINATION.

A. The Network Administrator may (without refund or credit) revoke a confirmed Reservation, suspend or terminate a membership (without first being required to suspended or allow for a cure period) or a particular Network Participation 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. Breaches of any provision of these Terms and Conditions or any other Network Document by the Member or its guest(s) pursuant to a Guest Certificate or otherwise;

ii. Failure to pay any fees due and owing respecting the Network or any Affiliated Resort, including homeowner association fee(s) and assessment(s) at such resort by the Member;

iii. Failure to remain current in the payment of any purchase money obligations respecting Vacation Time deposited by that Member;

iv. Misuse, as determined at the Network Administrator's sole discretion, of a Reservation by the Member or its guest; or

v. Failure of the Member's Home Resort or the Affiliated Resort associated with the Member's deposited Vacation Time to remain in good standing with the Network.

B. Suspension. If the Member is suspended, the Member may not avail him or herself of the benefits of the Network, inclusive of the following:

i. The Member may not obtain Reservations;

ii. The Network Administrator may cancel confirmed Reservations and remove the Member from any wait lists; and

iii. The Member may not be allocated **RCI Points** for a respective Use Year during suspension.

The suspension of use of **RCI Points** shall neither release a Member nor his/her Vacation Time from the Network Participation Agreement.

C. Termination. In addition to the above, the Network Administrator may terminate a membership or a particular Network Participation Agreement upon the occurrence of any of the following:

i. Termination or expiration of all of the Member's outstanding Network Participation Agreements;

ii. Following suspension if the Member fails to cure the reasons for such suspension within such time as determined by the Network Administrator, however, suspension is not a condition precedent to Termination, therefore a Member may be terminated without first being suspended;

iii. In the event that the Network terminates, all memberships shall terminate;

iv. If the Affiliated Resort at which the Member deposited his/her Vacation Time is no longer an Affiliated Resort;

v. 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

vi. for any other reason in the sole discretion of the Network Administrator.

Notwithstanding the suspension or termination of the Member, all fees and other amounts owing to the Network Administrator by such Member shall be immediately due and payable to the Network Administrator. Upon suspension or termination, use rights associated with the Vacation Time will remain subject to the assignment to the Network pursuant to the terms of the relevant Network Participation Agreement, unless released by the Network Administrator.

If the Member or his/her guest fails to comply with these Terms and Conditions or fails to pay any sums owed to the Network Administrator, any Affiliated Resort, accommodating party, RCI Travel or any other entity affiliated with the Network Administrator, or causes property damage to any Affiliated Resort or accommodating party, all outstanding confirmations or Guest Certificate may be revoked, and the Member's membership may be suspended or terminated, or access may be denied to any of the products or services offered by the Network Administrator without further obligation. In the event of a suspension based upon non-payment, the Member's exchange privileges will remain suspended until all sums that are owed are paid. In the event of termination, a reenrollment fee will be required to reactivate the membership. In addition, the Network Administrator may cancel a subscribing 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, the Network Administrator may cancel a subscribing membership for any other reason in its sole discretion. In the event the Network Administrator terminates the **RCI Points** Exchange Program, then, upon such termination, all memberships shall terminate and there will be a prorata refund of any prepaid Network Dues.

23. WITHDRAWING, TRANSFERRING OR RENEWING A MEMBERSHIP.

A. Withdrawals. If a Member wishes to withdraw and terminate participation in the Network, he or she may do so and may be entitled to a prorata refund. Please contact an RCI Guide for complete withdrawal procedures and additional items required by RCI in order to complete the termination, which may include but not be limited to additional signed documents by Member(s). Annual dues may be prorated based on the application of the price of a single year membership to each year, or portion of a year, of membership. The basis for the prorated calculation will be one-twelfth (1/12) the cost of a single year membership at the time of cancellation ("Cancellation Rate"), even if a multi-year membership was purchased. The amount of the refund will be calculated by multiplying the Cancellation Rate by the number of months of membership, and then deducting that amount from the actual amount paid for the membership. The difference, if any, will be refunded to the party who made the payment. For the

purposes of this calculation, a membership lasts until the date of cancellation.

B. Transfers. If a Member sells or otherwise transfers his/her Vacation Ownership, the Member may also transfer the remainder of the existing term of his/her **RCI Points** Subscribing Membership to the transferee, subject to the approval of the Network Administrator. The Member must submit the properly executed membership transfer application, pertinent ownership information, and the applicable membership transfer fees to the Network Administrator. The Network Administrator reserves the right to refuse to accept any membership transfer application and applicable fees. If the Member conveys his/her Vacation Ownership, the transferee will acquire any Vacation Time subject to any outstanding Reservations which exist in respect to the original Member's Vacation Time.

C. Renewals. When enrolled in Automatic Renewal Billing, Network Dues are automatically invoiced or charged to the Member's credit card at the applicable rate at membership expiration. The Network Administrator will provide the Member with at least seven (7) days prior written or electronic notice of upcoming renewal, and unless directed otherwise, then renews membership for an additional term equal to three (3) years, so long as the Member is otherwise eligible for membership. Payment of the Network Dues constitutes acceptance of a new membership term equal to three (3) years. Failure to pay membership for a renewal term may result in termination of membership and may require additional payment to reinstate membership.

24. LIMITATION OF LIABILITY. The Network's liability, including the liability of the Network Administrator, to a Member or guest for any loss, injury or damage resulting from their use of or inability to use the Network or any non-Network related programs and services offered in connection with the Network shall be limited to the fees paid to the Network Administrator, if any, for the relevant use. In no case shall the Network or the Network Administrator be liable for special, consequential, incidental or indirect damages. Non-Network related programs and services, including but not limited to Points Partner Inventory and all Inclusive Packages, offered through the Network Administrator or by third parties with permission of the Network Administrator, are subject to separate terms and conditions and may be changed, eliminated or added to without prior notice to Members. The Network Administrator 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 Affiliated Resorts and Points Partners). This limitation applies regardless of the form of action whether in contract, tort or otherwise. This limitation of liability shall also apply to the Network Administrator and all affiliated companies, successors, assigns and agents of the Network Administrator, including but not limited to

Wyndham Worldwide Corporation and Wyndham Worldwide Finance Holding Corporation.

25. RIGHTS OF NETWORK ADMINISTRATOR.

The Network Administrator may waive or modify the application of any requirement, including Transaction fees, otherwise existing in the Network Documents at its sole discretion. When a Member uses his/her **RCI Points**[®] to make a Reservation of Points Partner Inventory, those **RCI Points** are assigned to the Network Administrator for its use in promoting and operating the Network. The Network Administrator may use those **RCI Points** to make a Reservation of Vacation Time, to make those **RCI Points** available for Participants, or may otherwise use or dispose of those **RCI Points** at its sole discretion. Based upon anticipated demand, the Network Administrator may exchange Vacation Time in the Network Depository for Vacation Time in the External Exchange Program. Further, the Network Administrator may, at any time, dispose of Vacation Time it reasonably determines will likely go unused, Vacation Time that is not the subject of a Reservation ninety (90) days prior to the start date of that Vacation Time and Vacation Time acquired by the Network Administrator. The Network Administrator may, in its sole discretion, permit an Affiliated Resort to make a Reservation or Deposit and provide the Reservation or Deposit to a Member. Finally, the Network Administrator may, in its sole discretion, accept or reject any Network Participation Agreement.

26. ASSIGNMENT OF RIGHTS.

A. Rights/Obligations. During the entire period in which a Member is enrolled as a Member of the Network, the Member hereby assigns all rights in respect to the Vacation Time identified to the Network Administrator for use and enjoyment of the Network Administrator, the Network Depository and the Members within the **RCI Points** Network in accordance with the Network Documents. Each Member shall retain title to the Vacation Ownership, subject to such assignment. All Vacation Time Expenses shall remain the applicable Member's obligation, and are not assigned or delegated to or assumed by the Network Administrator and the applicable Member remains responsible for the payment of all Vacation Time Expenses.

B. Network Documents. The purpose of the assignment is to grant to the Network Administrator all rights of use, enjoyment and occupancy as relate to the Vacation Time during the period in which a Member is enrolled as a Member of the Network. Members shall have such rights to use the Vacation Time as set forth in the Network Documents. Members shall not disturb the rights of the Network Administrator, the Network Depository, or any Member to use, enjoy, occupy and otherwise perform their respective rights, privileges and duties in respect to the Vacation Time, or disturb the rights of the Network Administrator, the Network Depository or any

Member in respect to use and enjoyment of the assigned rights. Each Member's rights of use, occupancy and enjoyment of the Vacation Time during the period in which a Member is enrolled as a Member of the Network shall be as set forth in and are subject to the Network Documents. Each Member acknowledges that those documents may be changed from time to time in accordance with their terms. The Network Administrator hereby subordinates the rights assigned to the Network Administrator to any first mortgage and to each Member's Home Resort Owners' Association assessment lien.

C. Assignment of Deposited Vacation Time. By depositing Vacation Time in the Network Depository, the Member relinquishes all rights to the use of that Vacation Time and agrees that such deposited Vacation Time may be used by the Network Administrator to conduct exchanges, inspection visits, rentals, promotions, sale, marketing and for other purposes at the Network Administrator's sole discretion, including use in other exchange or accommodation programs. The Network Administrator reserves the right to assign a Member's deposited Vacation Time to others, whether or not the Member has made a Reservation.

27. NETWORK INTEGRITY. In addition to all other rights provided to the Network Administrator in the Network Documents, the Network Administrator shall have the right to take such actions, as determined by the Network Administrator in its discretion, to ensure the continuing integrity of the Network. Such actions may include, but not be limited to, restricting Members' ability to access Points Partner Inventory, restricting the timing or amount of **RCI Points** that may be saved, borrowed, transferred or rented, and adjusting the RCI Point value of Vacation Time and of Units of Points Partner Inventory.

28. AMENDMENT. RCI may amend the Network Documents at any time in its sole discretion, in writing, upon compliance with the notice provisions set forth in Section 30.C. Such amendment to the Network Documents will be effective upon publication, posting on www.rci.com, mailing or by electronic mail.

29. UNAVAILABILITY, FORCE MAJEURE, AND COMPLAINTS.

A. If lodging or accommodation becomes unavailable due to continued or unauthorized use by an occupant or overbooking at the Affiliated Resort, or for any reason other than a Force Majeure event, RCI will make commercially reasonable efforts to locate and provide the Member with an equivalent alternative accommodation from its Inventory located within the same geographic vicinity or a similar location. RCI shall have no additional liability to the Member once it makes such commercially reasonable efforts.

B. If RCI is prevented, hindered or delayed in the performance of any obligation to a Member (including

but not limited to, providing lodging or other accommodations) due to an Event of Force Majeure, then RCI shall be excused from further performance upon notice to the affected Member stating the reason for such nonperformance, without obligation to refund or return any amounts that were paid by the affected Member before such notice. The term "Event of Force Majeure" shall mean:

i. an act of God or of a public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm, flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act or threat of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine;

ii. action by a governmental authority, a court, appointment of a receiver or mortgagee in possession, or an assignment for the benefit of creditors;

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; or

iv. any other cause or circumstance beyond RCI's reasonable control.

C. Complaints about accommodations or services provided at an Affiliated or Host Resort or by an Accommodating Party should be made at the earliest opportunity to a person of authority at the Affiliated Resort or Accommodating Party. If this does not produce a satisfactory result, the Member should contact the nearest RCI servicing office by calling 1-800-338-7777, or contact RCI's Customer Care department online at www.rci.com. Select the "Contact RCI" link at the bottom of the screen, click on the "United States and Canada" link, then click on "Send us an e-mail" and fill out the online Feedback Form. Alternately, the Member should send an e-mail directly to feedback@rci.com, or send a letter to RCI's Customer Care department at P.O. 75 Box 80229, Indianapolis, Indiana 46280-0229. Please provide full details of the complaint within thirty (30) days of your return.

30. 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 the Network Administrator's judgment, the invalidity or ineffectiveness of such provision or part substantially impairs the value of these Terms and Conditions to the Network Administrator, then the Network Administrator may at any time terminate Member's membership by written or electronic notice

to Member without penalty or compensation owed by either party.

B. Waivers, Modifications and Approvals. All modifications, waivers, approvals and consents of or under these Terms and Conditions by the Network Administrator must be in writing and signed by the Network Administrator's authorized representative to be effective. The Network Administrator's silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. If the Network Administrator allows any Member to deviate from these Terms and Conditions, as confirmed in writing, the Network Administrator may insist on strict compliance by that Member at any time after written or electronic notice.

C. Notices. Notices to Members will be effective if delivered in writing by mail, or by electronic mail to an email address provided by the Member to RCI, or by publication on RCI's website at www.rci.com or by printed publication in RCI's *ENDLESS VACATION*® magazine or the *RCI Directory of Affiliated Resorts*. Member consents to receive electronic mail from RCI. Notices shall be deemed given on the date sent to or posted for Members. Notice to RCI will be effective if delivered in writing by mail, or by electronic mail, at the addresses set forth in Section 6.F. Notices shall be deemed effective on the date received by RCI.

D. Privacy Policy. Member acknowledges that Member's information is subject to RCI's privacy policy which is available at www.rci.com and can also be obtained in printed form from RCI upon Member's telephone, mail or email request.

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

31. CHOICE OF LAW; VENUE; DISPUTE RESOLUTION.

A. Governing Law. These Terms and Conditions and the Network will be governed by and construed under the laws of the State of New Jersey, without regard to its conflicts of law principles.

B. Jurisdiction. Each Member consents and waives any objection to the 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 disputes arising out or relating to the Network Administrator or any relationship between any Member or any guest of a Member, and RCI or any of the Indemnitees.

C. WAIVER OF JURY TRIAL. THE PARTIES, FOR THEMSELVES AND FOR THEIR SUCCESSORS AND ASSIGNS, WAIVE ANY RIGHT TO A JURY TRIAL FOR ANY ACTION ARISING OUT OF OR RELATING TO THE PROGRAM OR THE RELATIONSHIP BETWEEN ANY MEMBER OR ANY GUEST OF A MEMBER, AND RCI OR ANY OF THE INDEMNITEES.

D. Legal Fees. If any legal action is initiated by a Member or guest or by RCI pertaining, directly or indirectly, to these Terms and Conditions or RCI in general, and RCI prevails, that Member or guest shall, without limitation, pay all costs incurred by RCI in defending 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 Network Participation Agreement, and to be binding on Member:

i. **No Representation.** Neither the Network Administrator nor any person acting on behalf of the Network Administrator has made any oral or written representation or promise to Member on which Member is relying to execute the Network Participation Agreement that is not written in these Terms and Conditions. Member releases any claim against the Network Administrator or the Network Administrator's agents based on any oral or written representation or promise not stated in these Terms and Conditions.

32. TRADEMARKS.

***ENDLESS VACATION*[®], RESORT CONDOMINIUMS INTERNATIONAL, WYNDHAM EXCHANGE AND RENTAL, WYNDHAM WORLDWIDE CORPORATION and RCI and any respective marks and designs are trademarks or service marks that may not be used without the prior written permission of the owners of such marks. Other brand names may be trademarks or service marks of their respective owners.**

33. ENTIRE AGREEMENT. The Network Documents together with the Terms and Conditions of the RCI Points Partner Program found on line at www.rci.com 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.