

# **The CLUB<sup>®</sup>**

## **DISCLOSURE GUIDE AND SUPPLEMENTAL DOCUMENTS**

**June 3, 2024**



**DISCLOSURE GUIDE  
FOR  
The Club®**

**THIS GUIDE SUPERSEDES ALL PREVIOUS VERSIONS**

**Unless otherwise stated, the information in this Disclosure Guide  
is correct as of June 3, 2024**



**DISCLOSURE GUIDE**  
**FOR**  
**The Club**

**THIS DISCLOSURE GUIDE** contains important information regarding the exchange membership program hereinafter referred to as “The Club” offered to Members by HVC International Club, Inc., a Florida corporation (“**The Club Operating Company**”), wholly owned subsidiary of Hilton Grand Vacations, Inc. Members should review this information as well as The Club Articles and The Club Rules and Regulations to obtain a full understanding of the terms and operational rules of The Club.

**1. DEFINED TERMS**

Except as otherwise provided herein, all capitalized terms used in this Disclosure Guide have the meanings ascribed to them in The Club Articles, a copy of which accompanies this Disclosure Guide.

**2. INFORMATION ABOUT THE CLUB**

The primary services to be provided by The Club Operating Company consist of the operation of the exchange membership program through which Members exchange Use Rights and reserve the use and occupancy of Accommodations for Use Periods at Club Resorts pursuant to the terms, restrictions and conditions set forth in the Articles.

The principal office of The Club Operating Company is located at 6355 MetroWest Boulevard, Orlando, Florida 32835. The individuals who constitute the officers and directors of The Club Operating Company and who operate The Club as of the date of printing are:

Mark Wang	Chief Executive Officer and Director
Gordon Gurnik	Senior Executive Vice President
Daniel Mathewes	President and Director
Jorge Brizi	Executive Vice President
Charles Corbin	Executive Vice President and Secretary and Director
Erin Day	Executive Vice President
Derek DeSalvia	Executive Vice President
Dustin Tonkin	Executive Vice President
Onkar Birk	Senior Vice President
Sarajane Bonck	Senior Vice President
Carlos Hernandez	Senior Vice President
Kelly Lodde	Senior Vice President and Assistant Secretary
Ben Loper	Senior Vice President & Treasurer
Leigh Neiman	Senior Vice President
Rebekah Bowers	Vice President
Thomas Goodman	Vice President
Calder Huntington	Vice President
Brandon Lemke	Assistant Secretary

**The Club Operating Company is wholly owned by Hilton Grand Vacations, Inc., a Delaware corporation (hereinafter, together with its subsidiaries, other affiliates, and parent corporation referred to as “HGVI”). Some officers and directors of The Club Operating Company may also serve as officers and directors of HGVI. Those Club Resorts where HGVI is the developer and/or Resort Manager are marked with a plus symbol “+” in the Club**

**Resort lists in Section 6 below. Except as otherwise stated in this paragraph, neither The Club Operating Company nor any of its officers or directors has any legal or beneficial interest in any developer, seller, or managing entity for any Club Resort.**

3. **PARTICIPATION IN THE CLUB**

A purchaser becomes eligible to join The Club upon entering into a contract to purchase, or previously having purchased, a Qualifying Interest. The Club Operating Company is not the developer or seller of any timeshare interests at any Club Resort. The developer and the Association of an Affiliated Resort, of an Affiliated Collection and of an Other Redemption Opportunity are also eligible to become Members with respect to such developer's or the Association's unsold inventory of Qualifying Interests. However, no person or entity shall be eligible for membership which entitles the Member to an annual allocation of Points unless such Member assigns or makes available to The Club the Use Rights associated with his or her Qualifying Interest for inclusion in the Exchange Pool, pursuant to the terms of the relevant Club Affiliation Agreement or such other agreement by which a resort becomes affiliated with The Club. Unless a particular Club Affiliation Agreement provides otherwise, The Club Operating Company may require any eligible person or entity that wishes to join The Club to complete the Membership Documents appropriate for the membership being sought and may require the payment of an initial membership fee as determined by The Club Operating Company from time to time dependent on the affiliation or membership terms. The documentation of a membership for a Deeded Member will usually involve the assignment to The Club of Use Rights arising from the Member's Qualifying Interest at the Affiliated Resort subject to the terms and provisions of the Articles, and The Club Operating Company will thereupon be entitled to use such Use Rights for the purpose of conducting an exchange membership program as contemplated by the Articles. There is no minimum duration of the interval for such Use Rights enabling the owner of the Qualifying Interest to qualify for membership in The Club. The Membership Documents are separate from the Member's contract with the developer or seller regarding the purchase of the Qualifying Interest or with another exchange entity. The exchange membership program of The Club is also separate and distinct from the local system or means by which use and occupancy at an Affiliated Resort or in an Affiliated Collection is allocated among owners of a Qualifying Interest thereat, pursuant to the applicable Declaration. Such local system of allocating use and occupancy at an Affiliated Resort or an Affiliated Collection will generally be operated by the Association or by a provider engaged by the Association. The Club Operating Company may be engaged as such a provider, but if it is not engaged, it will cooperate with the operator of such local system pursuant to the applicable Club Affiliation Agreement or such other agreement by which a resort becomes affiliated with The Club in order to coordinate reservations of use and occupancy at the Affiliated Resort or Affiliated Collection with the exchange membership program of The Club.

The terms under which any Member participates in The Club shall be established in the relevant Membership Documents and any other documents pertaining to a specific membership class. Membership in The Club is not a prerequisite to owning a Qualifying Interest in an Affiliated Resort, nor if required by applicable law, a prerequisite to owning a Qualifying Interest in an Affiliated Collection. No purchaser or owner of a Qualifying Interest in an Affiliated Resort shall become a Member of The Club automatically, merely by purchasing or owning such Qualifying Interest. Similarly, no purchaser or owner of a Qualifying Interest in an Affiliated Collection shall necessarily become a Member automatically, merely by purchasing a Collection membership. The basis of participation in each specific instance shall be governed by the terms of the relevant Club Affiliation Agreement or such other agreement by which a resort becomes affiliated with The Club and any other associated Membership Documents. Membership requires the timely payment of Club Dues and is further governed by the terms and provisions of the Articles, the Club Rules, the Membership Documents, and the other Club Documents. Unless the relevant Membership Documents provide otherwise, Membership will be automatically renewed for each eligible Use

Year upon the receipt of the Club Dues from the respective Member by The Club Operating Company. Members who purchased their Qualifying Interest in Florida may terminate membership or allow their membership to expire at the end of each calendar year only for the Qualifying Interest which was purchased in Florida.

All Club Dues and any other applicable fees due and owing from a terminating Member must be paid up to the date of the membership termination and there shall be no refund of any Club Dues or fees previously paid to The Club Operating Company unless otherwise required by law. After the date of membership termination, a terminated Member shall not be entitled to enjoy the rights and benefits of The Club and the Use Rights associated with such terminating Member's Qualifying Interest(s) shall not be available to such Member until the later to occur of (i) the date on which all obligations of The Club Operating Company arising from the reservations and other transactions relating to such Use Rights have been discharged and (ii) the first day of the calendar year following the date of termination. No new reservations will be accepted from a terminated Member. The Club Operating Company reserves the right to charge a reinstatement fee in the event any eligible person who was previously a Member desires to once again become a Member.

A Member's participation in The Club with respect to assigned Use Rights in Qualifying Interests owned by the Member at a specific Affiliated Resort or Affiliated Collection is dependent upon the continued affiliation with The Club of such Affiliated Resort or Affiliated Collection or Affiliated Exchange program. Therefore, in the event that such affiliation terminates for any reason, the subject Affiliated Resort or Affiliated Collection or Affiliated Exchange program will no longer be a part of The Club, and purchasers and owners of Qualifying Interests at such Affiliated Resort or Affiliated Collection or Affiliated Exchange program will no longer be eligible to receive an allocation of Points or equivalent accommodation with respect to their Qualifying Interest(s) at such disaffiliated Resort or Collection or Exchange. Similarly, in the event that affiliation with a Club Resort is suspended for any reason, the subject Resort or Collection will be suspended from being a part of The Club, and owners of Qualifying Interests at such Resort or Collection will no longer be eligible to receive an allocation of Points with respect to such Qualifying Interest(s) until the reason for such suspension is corrected and the suspension has been discontinued by The Club Operating Company. Accordingly, a Member's continued membership in The Club could be terminated or adversely affected by the action or inaction of the developer or managing entity of an Affiliated Resort or Affiliated Collection or by other factors beyond the control of the Member. Where reasonable, any confirmed reservations for Members from or to the disaffiliated Resort or Collection or Exchange will be honored if made prior to the date as of which affiliation is ended.

Except for circumstances to be determined by The Club Operating Company, membership in The Club is not transferable. A Member who no longer owns a Qualifying Interest at any Affiliated Resort or Affiliated Collection or Affiliated Exchange can no longer be a Member. The new owner of the Qualifying Interest previously owned by a Member will not automatically become a Member, but must execute independent Membership Documents to become a Member and must pay such initial membership fees as may be established by The Club Operating Company.

#### 4. **CLUB PROCEDURES AND OBLIGATIONS**

The terms and conditions of membership in The Club are set forth in the Articles and the Membership Documents. In order to remain a Member of The Club in good standing, a person must have paid all applicable Club Dues in full, together with all Association fees not included within Club Dues in respect of all Qualifying Interests owned. A complete and accurate description of the procedures to qualify for and effectuate exchanges as well as all terms, restrictions and conditions employed in the operation of The Club are set forth in the Articles and the Club Rules.

Each Use Year, The Club Operating Company shall assign to each Member the number of Points commensurate with the grading of the Use Rights which Member has made available to The Club. A Member may aggregate Points allocated by The Club Operating Company in connection with assigned Use Rights from more than one property for purposes of making reservations for Use Periods, provided however, that when making a reservation for an exchange pursuant to the Home Resort Advantage or Home Collection Advantage, a Member may use only the Points which are available to such Member by reason of the assignment to The Club Operating Company of Use Rights in the Member's Qualifying Interest at that Home Resort or in that Home Collection. The Member may use those Points to complete the exchange through satisfaction of the reservation Points requirement to reserve one or more Use Periods in Accommodations or Other Redemption Opportunities available in the Exchange Pool from time to time in accordance with the Club Rules.

The grading in terms of Points for Use Rights given up by Members and the grading in terms of reservation Points for Use Periods available for reservation to complete the exchange will be accomplished by The Club Operating Company in accordance with the Articles and Club Rules based on seasonality, unit size, levels of occupation and other factors.

All reservations are arranged on a first-come, first-served basis for available Use Periods in Accommodations or for some Other Redemption Opportunity, subject to the procedures and limitations set forth in the Club Rules. All reservation requests are subject to the exchange reservation request timelines outlined within the Club Rules, including the provisions for the Home Resort Advantage, and the Home Collection Advantage. Further, The Club Operating Company reserves the right, in its discretion, to make certain Club Resorts only available to certain classes of membership. Additionally, certain classes of membership may only make reservation requests in a limited number of Club Resorts and owners of such memberships may also be limited in their ability to reserve Other Redemption Opportunities. There are no guarantees of fulfillment of specific requests. The longer a Member waits to make a reservation to complete the exchange, the more likely it is that the opportunities to reserve a Use Period in the available Accommodations or the requested Other Redemption Opportunity will not meet the Member's desires. Since the ability to make a reservation depends on availability of desired Use Periods in Accommodations or the requested Other Redemption Opportunity and the timely action by the Member, The Club Operating Company cannot guarantee that a Member will always be able to make a reservation of his or her choice. If a Member waits too long, it is possible to effectively have no exchange opportunity. However, The Club Operating Company intends to be able to manage the inventory of the Exchange Pool in such a manner so as to maximize Member satisfaction as a whole.

The Club Operating Company reserves the right to change, alter, modify, add to or delete from the information provided by the Disclosure Guide, the terms and conditions of the Club Documents and the form of the Membership Documents. The Club Operating Company also reserves the right to add and remove resorts and other facilities to and from the list of Club Resorts. All such changes will be effective upon creation.

However, amendments to the Articles and the Club Rules will not be effective as to an existing Member until the membership has been informed of such changes by a notice, newsletter or similar communication or website posting by The Club Operating Company.

## 5. **CLUB DUES AND FEES**

Each Member will be required to pay Club Dues to The Club Operating Company on an annual or other periodic basis, which Club Dues shall consist of a Club Fee and a Property and Services Fee. Other Charges may also be levied from time to time. Club Dues may be different for different classes of membership. The Club Operating Company shall determine the Club Dues for each class of membership and may change the amount and payment requirements from time to time. The



Club Operating Company will inform each Member of the total amount of Club Dues which must be paid to remain in good standing and be entitled to participate in the exchange membership program and request reservations in accordance with the procedure set forth in the Club Rules.

The Club Fee must be paid by each Member and shall be established for each Use Year by The Club Operating Company as a specific amount per Member as determined by membership class and / or a base fee plus an amount based on the number of Points owned. The Club Fees shall cover the costs of Club management, enabling The Club to operate efficiently and provide represented services to the respective Members.

The Property and Services Fee shall be payable by each Member, to the extent determined by The Club Operating Company. Such fee shall cover the costs relating to the represented services provided by The Club Operating Company. To simplify the management and operation of The Club for Members in one or more classes of membership or for a select group of Club Resorts, The Club Operating Company may also undertake to centralize the timely payment of the respective Association Fees on behalf of such Members. If The Club Operating Company shall undertake to facilitate this service for one or more classes of membership or for a select group of Club Resorts, the Property and Services Fee shall include that Member's share of the Association Fees as determined in accordance with Section 6.6 of the Articles. Such Property and Services Fee may include an amount determined as a specific sum per Point allocated to a Member's Property.

Each Member will pay a Club Fee in the range of \$150 to \$2,999 dependent upon his, her or its membership class and the number of Points owned, and if applicable, a Property and Services Fee in an amount based upon the Use Rights contributed to the Exchange Pool.

Members may also be charged "Other Charges" as part of the Club Dues. These fees will cover any expenses associated with the operation of The Club which are not covered in the Club Fee or the Property and Services Fee. Such expenses may include, but shall not be limited to:

- (a) Obligations incurred by The Club Operating Company in providing Other Redemption Opportunities for the Exchange Pool as contemplated in section 5.3 of the Articles,
- (b) Costs which arise in connection with specific administrative functions requested by a Member or resulting from the actions or inaction of a Member, and
- (c) Costs arising from offering other vacation, travel and leisure benefits to Members not provided for by separate fees charged to the user of such other specific benefits.

The Club Operating Company may establish additional fees and may change the amount and terms of payment of all fees from time to time. Some such fees are established in the Articles and Club Rules but The Club Operating Company shall not be limited to implementing only such fees.

Participation in The Club shall be subject to the payment of an initial membership fee in an amount determined by The Club Operating Company which fee may be as much as \$2,999.00 and includes the Club Dues for the year in which the membership commences. Such fee may vary from Member to Member and may be changed from time to time for any new Members that are to be enrolled. In the event that the membership fee is to be paid over time, The Club Operating Company may reserve some or all of The Club benefits until such time as the initial membership fee has been paid in full. The Club Operating Company may charge a reinstatement fee in the event any previous Member desires to once again become a Member.

6. **AFFILIATED RESORTS**

Listed in this section are the names and locations of the Affiliated Resorts and component site resorts of Affiliated Collections affiliated with The Club as of the date of this Disclosure Guide. The Club Resorts are subject to change.

**As outlined in the Club Rules, not all Club Resorts are available to all Members. Certain classes of membership will only be able to request reservations in a limited number of Club Resorts. The Club Resorts currently available to Premiere Club Connection Members, Florida Club Connection, Mediterranean Club Connection, California Club Connection Members and Monarch Grand Vacation Club Connection Members are listed in the relevant Membership Documents or other documents pertaining to the specific membership class.**

A. Affiliated Resorts or component site resorts of Affiliated Collections are listed below in accordance with the approximate number of Units that are available for occupancy and which qualify for participation in the exchange membership program.

B. NOTE: updated as of June 3, 2024

**RESORTS WITH 1 TO 5 UNITS:**

• Alhambra at Poinciana, 500 Cypress Parkway, Kissimmee, FL 34759
• Alvechurch Marina, Scarfield Wharf, Alvechurch, Worcestershire, B48 7SQ*+
• Anderton Marina, Uplands Road, Anderton, Chesire, U.K. CW9 6AJ*+
• Beachside Village Resort, 45 Surf Dr., Falmouth, MA 02540
• Blackwater Meadow Marina, Birch Road, Ellesmere, Shropshire, UK SY12 9DD*+
• Coconut Palms Beach Resort Phase II, 611 South Atlantic Ave., New Smyrna Beach, FL 32169
• Crescent Resort on South Beach (a/k/a Crescent on South Beach, a Hilton Vacation Club), 1420 Ocean Drive, Miami, FL 33139*+
• Dunes Village Resort, 5200 North Ocean Boulevard, Myrtle Beach, SC 29577*+
• East Clare Golf Village, Bodyke, County Clare, Ireland V94 RWH9 *+
• Edgewater Beach Resort, 98 Chase Avenue - Box 68, Dennis Port, MA 02639
• Ellington at Wachesaw Plantation, 911 Riverwood Dr., Murrells Inlet, SC 29576
• Fairway Villa, 2345 Ala Wai Blvd, Honolulu, Oahu, HI, 96815*
• Fisherman's Lodge, Scarriff, County Clare, Ireland*+
• Gala Fjellgrend, N - 2646 Gala, Gudbrandsdalen, Norway*+
• Gatlinburg Town Square (II), 515 Historic Nature Trail, Gatlinburg, TN 37738
• Gatlinburg Town Village, 515 Historic Nature Trail, Gatlinburg, TN 37738
• Gayton Marina, Blisworth Arm, Northamptonshire, NN7 3ER, England*+
• Grand Leoniki Resort, Crete, Greece*+
• Le Manoir des Deux Amants, Connelles, France*+
• Leoniki Residence Resort, Crete, Greece*+
• London Bridge Resort, 1477 Queens Drive, Lake Havasu City, AZ 86403*+
• Mountain Meadows, 2813 Rolling Hills Dr., Pigeon Forge, TN 37863
• Norwegian Alaska
• Norwegian Baltic Capitals Cruise
• Norwegian Caribbean
• Norwegian Western Mediterranean Majorca
• Oasis Resort, 4190 East Palm Canyon Drive, Palm Springs, CA 92264

• Ocean Beach Club at New Smyrna, 3208 Hill St., New Smyrna Beach, FL 32169
• Ocean Beach Club (a/k/a Ocean Beach Club, a Hilton Vacation Club), 3401 Atlantic Ave, Virginia Beach, VA 23451*+
• Ocean Sands Beach Club, 3208 Hill St, New Smyrna Beach, FL 32169
• Papakea Resort, 3543 Lower Honoapiilani Road, Lahaina, Maui, HI 96761*
• Parkway International Resort, 6200 Safari Trail, Kissimmee, FL 34747*+
• Polo Towers Villas (a/k/a Polo Towers, a Hilton Vacation Club), 3745 Las Vegas Blvd. South, Las Vegas, NV 89109*+
• Polynesian Isles (13) (a/k/a Polynesian Isles, a Hilton Vacation Club), 3045 Polynesian Isles Blvd., Kissimmee, FL 34746*+
• Pono Kai Resort, 4-1250 Kuhio, Kapa'a, Kauai, HI 96746*
• PVC at The Roundhouse Resort, 5801 Bucksprings Road, Pinetop, AZ 85935*+
• Rancho Mañana Resort (a/k/a Rancho Mañana, a Hilton Vacation Club), 5720 East Rancho Mañana Blvd., Cave Creek, AZ 85331*+
• Rivergrass Resort Homes, 157 Jozo Weider Blvd, Blue Mountains, Ontario, L9Y 3Z2
• Riviera Shores Resort, 34630 Pacific Coast Highway Capistrano Beach, CA 92624*+
• Royal Tenerife Country Club, Calle San Andres, Complejo San Andres, Golf del Sur, San Miguel de Abona, Tenerife, 38620, Spain*+
• Scottsdale Camelback Resort, 6302 East Camelback Road, Scottsdale, AZ 85251*+
• Scottsdale Links Resort (a/k/a Scottsdale Links Resort, a Hilton Vacation Club), 16858 North Perimeter Dr., Scottsdale, AZ 85260*+
• Sea of Cortez Beach Club, Paseo Mar Bermejo Parcela, Norte No 4 Interior 5 Los Algodones, San Carlos, Sonora, Mexico 85506*+
• Sea Villas (I), 2200 Hill St., New Smyrna Beach, FL 32169
• Sea Villas (IV), 2200 Hill St., New Smyrna Beach, FL 32169
• Sun Beach Holiday Club, Rhodes, Greece 85100*+
• Sunset Bay Club, Calle Antonio Navarro No. 1, Costa Adeje" Adeje, Tenerife, 38660, Spain*+
• Sunset View Club, Calle San Blas, Golf del Sur, San Miguel de Abona, Tenerife, 38660, Spain*+
• Tahoe Beach and Ski Club, 3601 Lake Tahoe Blvd., South Lake Tahoe, CA 96150*+
• The Historic Powhatan Resort (a/k/a The Historic Powhatan, a Hilton Vacation Club), 3601 Ironbound Rd, Williamsburg, VA 23188*+
• The Roundhouse Resort, 5829 Bucksprings Road, Pinetop, AZ 85935*
• The Village Holiday Club, Koutouloufari, Limenas Hersonissos, Heraklion, Greece 70014*+
• The Village at Steamboat Springs (I) (VSB), 900 Pine Grove Cir., Steamboat Springs, CO 80487
• The Village at Steamboat Springs (II) (VSS),, 900 Pine Grove Cir., Steamboat Springs, CO 80487
• Village Heights Golf Resort, Limenas Hersonissou, Crete, Greece 70014*+
• Villas at Poco Diablo, 1752 South Highway 179, Sedona, AZ 86336*+

#### **RESORTS WITH 6 TO 10 UNITS:**

• Dangan Lodge Cottages, Tulla, County Clare, V95 Y621 Ireland*+
• Daytona Beach Regency (a/k/a Daytona Beach Regency, a Hilton Vacation Club), 400 North Atlantic Ave., Daytona Beach, FL 32118*+
• Island Links Resort, 1 Coggins Point Rd, Hilton Head Island, SC 29928*+
• Royal Dunes, 8 Wimbledon Ct., Hilton Head Island, SC 29928

<ul style="list-style-type: none"> <li>• The Kenmore Club, Kenmore by Aberfeldy, Loch Tay, Perthshire, PH15 2HH, Scotland*+</li> </ul>
<ul style="list-style-type: none"> <li>• Villas of Sedona, 120 Kallof Place, Sedona, AZ, 86336*+</li> </ul>

**RESORTS WITH 11 TO 20 UNITS:**

<ul style="list-style-type: none"> <li>• Flamingo Beach Villas (II) (a/k/a Flamingo Beach, a Hilton Vacation Club), 6 Billy Folly Rd., Pelican Key – Simpson Bay, Phillipsburg, St. Maarten, Netherlands Antilles*+</li> </ul>
<ul style="list-style-type: none"> <li>• Lan Kwai Fong Hotel, 3 Kau U Fong, Central Hong Kong</li> </ul>
<ul style="list-style-type: none"> <li>• Los Abrigados Resort &amp; Spa (a/k/a Los Abrigados, a Hilton Vacation Club), 160 Portal Lane, Sedona, AZ 86336*+</li> </ul>
<ul style="list-style-type: none"> <li>• Palazzo At Soriano (Palazzo II), Via Montecavallo 26, Soriano Nel Cimino, Italy*+</li> </ul>
<ul style="list-style-type: none"> <li>• Palazzo Catalani, Via Montevacallo 26, Soriano nel Cimino (VT), Rome, 1-0138, Italy*+</li> </ul>
<ul style="list-style-type: none"> <li>• Polynesian Isles (I) (a/k/a Polynesian Isles, a Hilton Vacation Club), 3045 Polynesian Isles Blvd., Kissimmee, FL 34746*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sedona Springs Resort, 55 Northview Rd., Sedona, AZ 86336*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Carriage House, 105 East Harmon Avenue, Las Vegas, NV 89109*</li> </ul>
<ul style="list-style-type: none"> <li>• The Cove on Ormond Beach – South Tower (a/k/a The Cove on Ormond Beach, a Hilton Vacation Club), 149 South Atlantic Avenue, Daytona, FL 32176*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Ridge on Sedona Golf Resort (a/k/a Ridge on Sedona, a Hilton Vacation Club), Sedona, AZ, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Ridge Pointe, 311 Tramway Dr., Stateline, NV 89449*+</li> </ul>
<ul style="list-style-type: none"> <li>• Varsity Clubs of America – Tucson (a/k/a Varsity Club Tucson, a Hilton Vacation Club), 3855 East Speedway Boulevard, Tucson, AZ 85716*+</li> </ul>

**RESORTS WITH 21 TO 50 UNITS:**

<ul style="list-style-type: none"> <li>• Alhambra Villas, 500 Cypress Parkway, Kissimmee, FL 34759</li> </ul>
<ul style="list-style-type: none"> <li>• Barefoot'n Resort, 2750 Florida Plaza Blvd., Kissimmee, FL 34746*+</li> </ul>
<ul style="list-style-type: none"> <li>• Bryan's Spanish Cove, 13875 State Road 535, Orlando, FL 32821*+</li> </ul>
<ul style="list-style-type: none"> <li>• Charter Club Resort of Naples Bay (a/k/a Charter Club Naples Bay, a Hilton Vacation Club), 1000 10<sup>th</sup> Avenue South, Naples, FL 34102*+</li> </ul>
<ul style="list-style-type: none"> <li>• Coconut Mallory Resort and Marina, 1445 South Roosevelt Blvd., Key West, FL 33040</li> </ul>
<ul style="list-style-type: none"> <li>• Desert Isle of Palm Springs, 2555 East Palm Canyon Drive Palm Springs, CA 92264*</li> </ul>
<ul style="list-style-type: none"> <li>• Diamond Suites on Malta, Intercontinental Hotel, St. George's Bay, St. Julian's, STJ02, Malta*+</li> </ul>
<ul style="list-style-type: none"> <li>• Gatlinburg Town Square (I) , 414 Historic Nature Trail, Gatlinburg, TN 37738</li> </ul>
<ul style="list-style-type: none"> <li>• Royal Regency, 69-71 Rue de France, Paris, Vincennes, 94300, France*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Historic Crags Lodge, 300 Riverside Drive   Estes Park, CO 80517*+</li> </ul>
<ul style="list-style-type: none"> <li>• Wychnor Park Country Club, Wychnor Hall near Barton Under Needwood, Staffordshire, DE13 8BU, England*+</li> </ul>

**RESORTS WITH 51 OR MORE UNITS:**

<ul style="list-style-type: none"> <li>• Alpine Club, Alpine Apartment Hotel, Alpineweg 142, Rohrmoos-Schladming, 8970, Austria*+</li> </ul>
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• Beachwoods Resorts (a/k/a Beachwoods, a Hilton Vacation Club), 1 Cypress Knee Trail, Kitty Hawk, NC 27949*+
• Beach Quarters Resort, 501 Atlantic Ave., Virginia Beach, VA 23451*+
• Bell Rock Inn, 6246 State Route 179, Sedona, AZ 86351*+
• Bent Creek Golf Village (a/k/a Bent Creek Golf Village, a Hilton Vacation Club), 3919 East Parkway – P.O. Box 1190, Gatlinburg, TN 37738*+
• Boardwalk Resort and Villas, 1601 Atlantic Ave., Virginia Beach, VA 23451*+
• Cabo Azul Resort (a/k/a Cabo Azul, a Hilton Vacation Club), Paseo Malecon s/n, Lote 11 Col. Fonatur, San José del Cabo, Baja California Sur Mexico*+
• Cala Blanca, Calle Albaicín, 12, Urb. Taurito, 35138, Gran Canaria, Canary Islands, Spain*+
• Cancun Resort (a/k/a Cancun Las Vegas, a Hilton Vacation Club), 8335 Las Vegas Boulevard South, Las Vegas, NV 89123*+
• Cedar Breaks Lodge and Spa (a/k/a Cedar Breaks, a Hilton Vacation Club), 223 Hunter Ridge Road, Brian Head, UT 84719*+
• Club del Carmen, Playa de los Pocillos, Puerto del Carmen, Tias Lanzarote, Canary Islands, Spain*+
• Cromer Country Club, 127 Overstrand Rd., Cromer, Norfolk, NR27 0DJ, England*+
• Cypress Pointe Resort (I) (a/k/a Cypress Pointe, a Hilton Vacation Club), 8651 Treasure Cay Ln., Orlando, FL 32836*+
• Desert Paradise Resort (a/k/a Desert Retreat, a Hilton Vacation Club), 5165 South Decatur Blvd, Las Vegas, NV 89118*+
• Fairway Forest, 70 Sapphire Valley Rd., Sapphire, NC 28774*+
• Flamingo Beach Resort (I) (a/k/a Flamingo Beach, a Hilton Vacation Club), 6 Billy Folly Rd., Pelican Key – Simpson Bay, Phillipsburg, St. Maarten, Netherlands Antilles*+
• Grand Beach (I) (a/k/a Grand Beach, a Hilton Vacation Club), 8317, Lake Bryan Beach Blvd., Orlando, FL 32821*+
• Grand Beach (II) (a/k/a Grand Beach, a Hilton Vacation Club), 8317, Lake Bryan Beach Blvd., Orlando, FL 32821*+
• Grande Villas Resort (a/k/a Grande Villas, a Hilton Vacation Club), 12118 Turtle Cay Circle, Orlando, FL 32836*+
• Greensprings Vacation Resort (a/k/a Greensprings, a Hilton Vacation Club), 3500 Ludwell Pkwy., Williamsburg, VA 23188*+
• Jardines del Sol, Montana Roja, 35570 Playa Blanca, Yaiza, Lanzarote, Canary Islands, Spain*+
• Ka’anapali Beach Club (a/k/a Hilton Vacation Club Ka’anapali Beach), 104 Ka’anapali Shores Pl., Lahaina, Maui, HI 96761*+
• Kohl’s Ranch Lodge, 202 South Kohl’s Ranch Lodge Road, Payson, AZ 85541*+
• Lake Tahoe Vacation Resort (a/k/a Hilton Vacation Club Lake Tahoe Resort), 901 Ski Run Blvd., South Lake Tahoe, CA, 96150*+
• Le Club Mougins, 199 Chemin du Val Fleuri, Mougins, 06250, France*+
• Liki Tiki Village, 17777 Bali Blvd., Orlando, FL 34787*+
• Los Amigos Beach Club, Carretera de Cádiz (N-340), KM 204, Mijas Costa, Málaga, 29649, Spain*+
• Marquis Villas Resort, 140 S Calle Encilia, Palm Springs, CA 92262+
• Mystic Dunes Resort & Golf Club (a/k/a Mystic Dunes, a Hilton Vacations Club), 7600 Mystic Dunes Lane Celebration, FL 34747*+
• Oceanaire Resort (a/k/a Oceanaire, a Hilton Vacation Club), 3421 Atlantic Ave., Virginia Beach, VA 23451

<ul style="list-style-type: none"> <li>• Orbit One Vacation Villas, 2950 Entry Point Blvd., Kissimmee, FL 34747*+</li> </ul>
<ul style="list-style-type: none"> <li>• Palm Canyon Resort (a/k/a Palm Canyon, a Hilton Vacation Club), 2800 South Palm Canyon Drive Palm Springs, CA 92264*+</li> </ul>
<ul style="list-style-type: none"> <li>• Pine Lake Resort, Carnforth, Lancashire, LA6 1JZ, England*+</li> </ul>
<ul style="list-style-type: none"> <li>• Polo Towers Suites (a/k/a Polo Towers, a Hilton Vacation Club), 3745 Las Vegas Blvd. South, Las Vegas, NV 89109*+</li> </ul>
<ul style="list-style-type: none"> <li>• Polynesian Isles (IV) (a/k/a Polynesian Isles, a Hilton Vacation Club), 3045 Polynesian Isles Blvd., Kissimmee, FL 34746*+</li> </ul>
<ul style="list-style-type: none"> <li>• Riviera Beach &amp; Spa Resort (a/k/a Riviera Beach &amp; Shores, a Hilton Vacation Club), 34630 Pacific Coast Highway Capistrano Beach, CA 92624*+</li> </ul>
<ul style="list-style-type: none"> <li>• Riviera Oaks Resort &amp; Racquet Club, 25382 Pappas Road Ramona, CA 92065*+</li> </ul>
<ul style="list-style-type: none"> <li>• Royal Kona Resort, 75-5852 Ali'i Drive, Kailua-Kona, HI 96740</li> </ul>
<ul style="list-style-type: none"> <li>• Royal Oasis Club at Pueblo Quinta, Avenida Federico García Lorca No. 8, Urb. Pueblo Quinta, Fase 2., Benalmádena, Costa del Sol, Malaga, 29630, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Royal Palm Beach Resort (a/k/a Royal Palm, a Hilton Vacation Club), 115 Welfare Road, Cole Bay, St. Maarten, Netherlands, Antilles*+</li> </ul>
<ul style="list-style-type: none"> <li>• Royal Sunset Beach Club, Calle Londres No. 6, Playa Fanabe, Playa de las Americas, Adeje, Tenerife, 38660, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sahara Sunset, Avinda Rocio Jurado S/N, Benalmadena Costa, Málaga, 29630, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• San Luis Bay Inn (a/k/a San Luis Bay Inn, a Hilton Vacation Club), 3254 Avila Beach Dr., Avila Beach, CA, 93424*+</li> </ul>
<ul style="list-style-type: none"> <li>• Santa Barbara Golf and Ocean Club, Avenida del Atlántico S/N, Golf del Sur, San Miguel de Abona, Tenerife, 38639, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Scottsdale Villa Mirage (a/k/a Scottsdale Villa Mirage, a Hilton Vacation Club), 7887 East Princess Blvd., Scottsdale, AZ 85255*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sedona Summit (a/k/a Sedona Summit, a Hilton Vacation Club), 4055 Navoti Dr., Sedona, AZ 86336*</li> </ul>
<ul style="list-style-type: none"> <li>• Sunrise Ridge Resort, 2301 Ridge Road, Pigeon Forge, TN 37863*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sunset Harbour Club, Calle Valencia No. 3, Pueblo Torviscas, Playa de las Americas, Adeje, Tenerife, 38660, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Tahoe Seasons Resort (a/k/a Tahoe Seasons, a Hilton Vacation Club), 3901 Saddle Road, South Lake Tahoe, CA 96150*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Cove on Ormond Beach – North Tower (The Cove on Ormond Beach, a Hilton Vacation Club), 145 South Atlantic Avenue, Daytona, FL 32176*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Modern Honolulu (a/k/a The Modern, a Hilton Vacation Club), 1775 Ala Moana Blvd., Honolulu, Oahu, HI 96815*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Point at Poipu (a/k/a The Point at Poipu, a Hilton Vacation Club), 1613 Pe'e Rd., Koloa, Kauai, HI 96756*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Suites at Fall Creek, The, One Fall Creek Dr., Branson, MO 65616*+</li> </ul>
<ul style="list-style-type: none"> <li>• Thurnham Hall, Thurnham, Lancaster, LA2 0DT, England*+</li> </ul>
<ul style="list-style-type: none"> <li>• Turtle Cay Resort, 600 Atlantic Ave., Virginia Beach, VA 23451*+</li> </ul>
<ul style="list-style-type: none"> <li>• Varsity Clubs of America – South Bend (a/k/a Varsity Club South Bend, a Hilton Vacation Club), 3800 North Main Street, Mishawaka, IN 46545*+</li> </ul>
<ul style="list-style-type: none"> <li>• Vilar do Golf, Rua de Nisa, Quinto do Lago, 8135-903 Almancil, Algarve, Portugal*+</li> </ul>
<ul style="list-style-type: none"> <li>• Villas de Santa Fe (a/k/a Villas de Santa Fe, a Hilton Vacation Club), 400 Griffin St., Santa Fe, NM, 87501*+</li> </ul>
<ul style="list-style-type: none"> <li>• White Sands Beach Club, Apartado de Correos 884, Mahon, Menorca, Balearic Islands, Spain*+</li> </ul>

<ul style="list-style-type: none"> <li>• Woodford Bridge Country Club, Milton Damerel near Holsworthy, Devon, EX22 7LL, England*+</li> </ul>
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C. Club Resorts are listed below in accordance with the number of currently enrolled Members at each Club Resort. See the full address for each resort in list above.

**RESORTS WITH MEMBERS NUMBERING 1 TO 100:**

• Alpine Club, Alpine Apartment Hotel, Rohrmoos-Schladming, Austria*+
• Beachside Village Resort, Falmouth, Massachusetts, U.S.
• Cala Blanca, Gran Canaria, Canary Islands, Spain*+
• Coconut Mallory Resort and Marina, Key West, Florida, U.S.
• Coconut Palms Beach Resort Phase II, New Smyrna Beach, Florida, U.S.
• Cromer Country Club, Cromer, Norfolk, England*+
• Edgewater Beach Resort, Dennis Port, Massachusetts, U.S.
• Ellington at Wachesaw Plantation, Murrells Inlet, South Carolina, U.S.
• Gatlinburg Town Village, Gatlinburg, Tennessee, U.S.
• Lan Kwai Fong Hotel, Central Hong Kong
• Le Club Mougins, Mougins, France*+
• Los Amigos Beach Club, Mijas Costa, Malaga, Spain*+
• Mountain Meadows, Pigeon Forge, Tennessee, U.S.
• Norwegian Alaska
• Norwegian Baltic Capitals Cruise
• Norwegian Caribbean
• Norwegian Western Mediterranean Majorca
• Ocean Beach Club, New Smyrna Beach, Florida, U.S.
• Ocean Sands Beach Club, New Smyrna Beach, Florida, U.S.
• Oceanaire Resort (a/k/a Oceanaire, a Hilton Vacation Club), Virginia Beach, Virginia, U.S.
• Pine Lake Resort, Carnforth, Lancashire, England*+
• Rivergrass Resort Homes, Blue Mountains, Ontario
• Royal Kona Resort, Kailua-Kona, Hawaii
• Royal Oasis Club at Pueblo Quinta, Benalmadena Costa, Malaga, Spain*+
• Royal Sunset Beach Club, Tenerife, Spain*+
• Sea Villas (I), New Smyrna Beach, Florida, U.S.
• Sea Villas (IV), New Smyrna Beach, Florida, U.S.
• Sunset Bay Club, Tenerife, Spain
• The Kenmore Club, Perthshire, Scotland*+
• The Modern Honolulu (a/k/a The Modern, a Hilton Vacation Club), Honolulu, Hawaii*+
• White Sands Beach Club, Balearic Islands, Spain*+
• Woodford Bridge Country Club, Devon, England*+
• Wychnor Park Country Club, Staffordshire, England*+

**RESORTS WITH MEMBERS NUMBERING 250 TO 499:**

• Gatlinburg Town Square (I) , Gatlinburg, Tennessee, U.S.
• Gatlinburg Town Square (II), Gatlinburg, Tennessee, U.S.
• Royal Dunes, Hilton Head Island, South Carolina, U.S.

**RESORTS WITH MEMBERS NUMBERING 500 TO 999:**

<ul style="list-style-type: none"> <li>• Fairway Forest, Sapphire, North Carolina, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Ocean Beach Club (a/k/a Ocean Beach Club, a Hilton Vacation Club), Virginia Beach, Virginia, U.S.*+</li> </ul>

**RESORTS WITH MEMBERS NUMBERING OVER 1000:**

<ul style="list-style-type: none"> <li>• Alhambra Poinciana, Kissimmee, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Alhambra Villas, Kissimmee, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Alvechurch Marina, Alvechurch, Worcestershire, U.K.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Anderton Marina, Uplands Road, Anderton, Chesire, U.K.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Barefoot'n Resort, Kissimmee, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Beach Quarters Resort, Virginia Beach, Virginia, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Beachwoods Resort (Beachwoods, a Hilton Vacation Club), Kitty Hawk, North Carolina, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Bell Rock Inn, Sedona, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Bent Creek Golf Village (a/k/a Bent Creek Golf Village, a Hilton Vacation Club), Gatlinburg, Tennessee, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Blackwater Meadow Marina, Ellesmere, Shropshire, U.K.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Boardwalk Resort and Villas, Virginia Beach, Virginia, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Bryan's Spanish Cove, Orlando, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Cabo Azul Resort (a/k/a Cabo Azul, a Hilton Vacation Club), San Jose del Cabo, Mexico*+</li> </ul>
<ul style="list-style-type: none"> <li>• Cancun Resort (a/k/a Cancun Las Vegas, a Hilton Vacation Club), Las Vegas, Nevada, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Cedar Breaks Lodge and Spa (a/k/a Cedar Breaks, a Hilton Vacation Club), Brian Head, Utah, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Charter Club Resort of Naples Bay (a/k/a Charter Club Naples Bay, a Hilton Vacation Club), Naples, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Club del Carmen, Lanzarote, Canary Islands, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Crescent Resort on South Beach (a/k/a Crescent on South Beach, a Hilton Vacation Club), Miami Beach, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Cypress Pointe Resort (I) (a/k/a Cypress Pointe, a Hilton Vacation Club), Orlando, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Dangan Lodge Cottages, Tulla, County Clare, Ireland*+</li> </ul>
<ul style="list-style-type: none"> <li>• Daytona Beach Regency (a/k/a Daytona Beach Regency, a Hilton Vacation Club), Daytona Beach, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Desert Isle of Palm Springs, Palm Springs, California, U.S.*</li> </ul>
<ul style="list-style-type: none"> <li>• Desert Paradise Resort (a/k/a Desert Retreat, a Hilton Vacation Club), Las Vegas, Nevada, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Diamond Suites on Malta, St. Julians, Malta*+</li> </ul>
<ul style="list-style-type: none"> <li>• Dunes Village Resort, Myrtle Beach, South Carolina, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• East Clare Golf Village, Bodyke, County Clare, Ireland*+</li> </ul>
<ul style="list-style-type: none"> <li>• Fairway Villa, Honolulu, Oahu, Hawaii *</li> </ul>
<ul style="list-style-type: none"> <li>• Fisherman's Lodge, Scarriff, County Clare, Ireland*+</li> </ul>
<ul style="list-style-type: none"> <li>• Flamingo Beach Resort (I) (a/k/a Flamingo Beach, a Hilton Vacation Club), Phillipsburg, St. Maarten, Netherlands Antilles*+</li> </ul>



<ul style="list-style-type: none"> <li>• Flamingo Beach Villas (II) (a/k/a Flamingo Beach, a Hilton Vacation Club), Phillipsburg, St. Maarten, Netherlands Antilles*+</li> </ul>
<ul style="list-style-type: none"> <li>• Gala Fjellgrend, Gudbrandsdalen, Norway*+</li> </ul>
<ul style="list-style-type: none"> <li>• Gayton Marina, Blisworth Arm, Northamptonshire, U.K.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Grand Beach (I) (a/k/a Grand Beach, a Hilton Vacation Club), Orlando, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Grand Beach (II) (a/k/a Grand Beach, a Hilton Vacation Club), Orlando, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Grand Leoniki Resort, Crete, Greece*+</li> </ul>
<ul style="list-style-type: none"> <li>• Grande Villas Resort (a/k/a Grande Villas, a Hilton Vacation Club), Orlando, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Greensprings Vacation Resort (a/k/a Greensprings, a Hilton Vacation Club), Williamsburg, Virginia, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Island Links Resort, Hilton Head Island, South Carolina, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Jardines del Sol, Lanzarote, Canary Islands, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Ka'anapali Beach Club (a/k/a Hilton Vacation Club Ka'anapali Beach), Maui, Hawaii*+</li> </ul>
<ul style="list-style-type: none"> <li>• Kohl's Ranch Lodge, Payson, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Lake Tahoe Vacation Resort (a/k/a Hilton Vacation Club Lake Tahoe Resort), South Lake Tahoe, California, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Le Manoir des Deux Amants, Connelles, France*+</li> </ul>
<ul style="list-style-type: none"> <li>• Leoniki Residence Resort, Crete, Greece*+</li> </ul>
<ul style="list-style-type: none"> <li>• Liki Tiki Village, Winter Garden, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• London Bridge Resort, Lake Havasu, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Los Abrigados Resort &amp; Spa (a/k/a Los Abrigados, a Hilton Vacation Club), Sedona, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Marquis Villas Resort, Palm Springs, California, U.S.+</li> </ul>
<ul style="list-style-type: none"> <li>• Mystic Dunes Resort &amp; Golf Club (a/k/a Mystic Dunes, a Hilton Vacations Club), Celebration, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Oasis Resort, Palm Springs, California, U.S.</li> </ul>
<ul style="list-style-type: none"> <li>• Orbit One Vacation Villas, Kissimmee, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Palazzo At Soriano, Soriano Nel Cimino (Vt), Italy*+</li> </ul>
<ul style="list-style-type: none"> <li>• Palazzo Catalani, Soriano nel Cimino, Italy*+</li> </ul>
<ul style="list-style-type: none"> <li>• Palm Canyon Resort (a/k/a Palm Canyon, a Hilton Vacation Club), Palm Springs, California, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Papakea Resort, Lahaina, Maui, Hawaii*</li> </ul>
<ul style="list-style-type: none"> <li>• Parkway International Resort, Kissimmee, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Polo Towers Suites (a/k/a Polo Towers, a Hilton Vacation Club), Las Vegas, Nevada, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Polo Towers Villas (a/k/a Polo Towers, a Hilton Vacation Club), Las Vegas, Nevada, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Polynesian Isles (13) (a/k/a Polynesian Isles, a Hilton Vacation Club), Kissimmee, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Polynesian Isles (I) (a/k/a Polynesian Isles, a Hilton Vacation Club), Kissimmee, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Polynesian Isles (IV) (a/k/a Polynesian Isles, a Hilton Vacation Club), Kissimmee, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Pono Kai, Kapaa, Kauai, Hawaii*</li> </ul>
<ul style="list-style-type: none"> <li>• PVC at The Roundhouse Resort, Pinetop, Arizona, U.S.*+</li> </ul>

<ul style="list-style-type: none"> <li>• Rancho Mañana Resort Resort (a/k/a Rancho Mañana, a Hilton Vacation Club), Cave Creek, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Riviera Beach &amp; Spa Resort (a/k/a Riviera Beach &amp; Shores, a Hilton Vacation Club), Capistrano Beach, California, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Riviera Oaks Resort &amp; Racquet Club, Ramona, California, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Riviera Shores Resort, Capistrano Beach, California, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Royal Palm Beach Resort (a/k/a Royal Palm, a Hilton Vacation Club), Cole Bay, St. Maarten, Netherlands Antilles*+</li> </ul>
<ul style="list-style-type: none"> <li>• Royal Regency, Paris, Vincennes, France*+</li> </ul>
<ul style="list-style-type: none"> <li>• Royal Tenerife Country Club, Tenerife, Canary Islands, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sahara Sunset, Benalmádena Costa, Málaga, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• San Luis Bay Inn (a/k/a San Luis Bay Inn, a Hilton Vacation Club), Avila Beach, California, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Santa Barbara Golf and Ocean Club, Tenerife, Canary Islands, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Scottsdale Camelback Resort, Scottsdale, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Scottsdale Links Resort (a/k/a Scottsdale Links Resort, a Hilton Vacation Club), Scottsdale, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Scottsdale Villa Mirage (a/k/a Scottsdale Villa Mirage, a Hilton Vacation Club), Scottsdale, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sea of Cortez Beach Club, San Carlos, Sonora, Mexico*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sedona Springs Resort, Sedona, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sedona Summit (a/k/a Sedona Summit, a Hilton Vacation Club), Sedona, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sun Beach Holiday Club, Rhodes, Greece*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sunrise Ridge Resort, Pigeon Forge, Tennessee, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sunset Harbour Club, Tenerife, Canary Islands, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Sunset View Club, Tenerife, Canary Islands, Spain*+</li> </ul>
<ul style="list-style-type: none"> <li>• Tahoe Beach and Ski Club, South Lake Tahoe, California, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• Tahoe Seasons Resort (a/k/a Tahoe Seasons, a Hilton Vacation Club), South Lake Tahoe, California, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Carriage House, Las Vegas, Nevada, U.S.*</li> </ul>
<ul style="list-style-type: none"> <li>• The Cove on Ormond Beach - North Tower (a/k/a The Cove on Ormond Beach, a Hilton Vacation Club), Ormond Beach, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Cove on Ormond Beach - South Tower (a/k/a The Cove on Ormond Beach, a Hilton Vacation Club), Ormond Beach, Florida, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Historic Crags Lodge, Estes Park, Colorado, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Historic Powhatan Resort (a/k/a The Historic Powhatan, a Hilton Vacation Club, Williamsburg, Virginia, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Point at Poipu (a/k/a The Point at Poipu, a Hilton Vacation Club), Koloa, Kauai, Hawaii*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Ridge on Sedona Golf Resort (a/k/a Ridge on Sedona, a Hilton Vacation Club), Sedona, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Ridge Pointe, Stateline, Nevada, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Roundhouse Resort, Pinetop, Arizona, U.S.*</li> </ul>
<ul style="list-style-type: none"> <li>• The Suites at Fall Creek, Branson, Missouri, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>• The Village at Steamboat Springs (I) (VSB), Steamboat Springs, Colorado, U.S.</li> </ul>
<ul style="list-style-type: none"> <li>• The Village at Steamboat Springs (II) (VSS), Steamboat Springs, Colorado, U.S.</li> </ul>
<ul style="list-style-type: none"> <li>• The Village Holiday Club, Heraklion, Greece*+</li> </ul>
<ul style="list-style-type: none"> <li>• Turtle Cay Resort, Virginia Beach, Virginia, U.S.*+</li> </ul>

<ul style="list-style-type: none"> <li>Varsity Clubs of America - South Bend (a/k/a Varsity Club South Bend, a Hilton Vacation Club), Mishawaka, Indiana, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>Varsity Clubs of America - Tucson (a/k/a Varsity Club Tucson, a Hilton Vacation Club), Tucson, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>Vilar do Golf, Almancil, Algarve, Portugal*+</li> </ul>
<ul style="list-style-type: none"> <li>Village Heights Golf Resort, Crete, Greece*+</li> </ul>
<ul style="list-style-type: none"> <li>Villas at Poco Diablo, Sedona, Arizona, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>Villas de Santa Fe (a/k/a Villas de Santa Fe, a Hilton Vacation Club), Santa Fe, New Mexico, U.S.*+</li> </ul>
<ul style="list-style-type: none"> <li>Villas of Sedona, Sedona, Arizona, U.S.*+</li> </ul>

\* These resorts are part of a multi-site timeshare plan which has over 1,000 members. The majority of members within the multi-site plan do not have use rights in a specific resort but rather have rights to use all of the resorts.

+ These resorts are developed and/or managed by HGVI.

The Club Operating Company anticipates that the number of Members currently reported may increase or decrease, as the case may be, as additional memberships in The Club are sold, additional Accommodations become available, or those currently available become unavailable by virtue of discontinued affiliation or any other reason. The Club Operating Company intends to manage the Exchange Pool utilizing systems and experience which will enable an efficient balancing of demand for available Accommodations. Reference should be made to the Club Rules for the procedures for making reservations including priorities, limitations and restrictions applicable to each Member. The Club Operating Company has the prerogative to utilize unreserved Use Periods in Accommodations for any lawful purpose as provided in the Articles and Club Rules. Revenues or other benefits resulting from such usage shall belong exclusively to The Club Operating Company and shall in no way inure to the benefit of any Club Members.

## 7. ANNUAL REPORT

An independent audit of the following The Club information has been performed for the period ending December 31, 2023 (the “**Audit Date**”), and is attached to this Disclosure Guide:

- The number of Members enrolled in The Club as of the Audit Date.
- The number of Club Resorts affiliated with The Club as of the Audit Date.
- The number of exchanges confirmed by The Club during 2023.
- The number of Use Periods for which The Club has an outstanding obligation to provide an exchange to a Member who has relinquished his or her Use Rights to The Club during 2023 in exchange for the right to reserve a Use Period in any future year.
- The statistics included in the Statement of Key Operating Statistics were computed using the total number of applied for requests. Applied for requests include written and verbal requests from the Member. Verbal requests are accepted once member verification is obtained. The percentage of confirmed exchanges was calculated by dividing the number of confirmed exchanges—which are exchanges for which The Club has confirmation of travel—by the total number of applied for requests. Some state statutes require disclosure of key operating statistics using properly applied for requests. A properly applied for request is one in which a Member

provides a written request to exchange Points, as governed by the terms and provisions of the Club Rules, in order to reserve a vacation at an affiliated resort, a resort subject to a letter of understanding or a resort with Developer controlled inventory. The percentage of properly applied for exchanges was calculated by dividing the number of properly applied for exchanges by the number of confirmed exchanges for all requested reservations, including those that were not properly applied for. For the year ended December 31, 2023, the percentage of exchanges using the properly applied for method was 98.1%

- The percentage of confirmed exchanges, if reported, would only be the summary of the exchange requests properly applied for in the year reported, and such percentage should not be relied upon to indicate the probabilities of a Member being confirmed to any specific choice or range of choices.

## 8. **OTHER OPPORTUNITIES**

The Club Operating Company may arrange additional exchange opportunities with one or more External Exchange Companies that would enable Members to effectuate exchanges to resorts other than Club Resorts. An owner of a Qualifying Interest at a Club Resort who does not become a Member of The Club is not prevented from enrolling in the exchange program of such External Exchange Company pursuant to an affiliation arrangement that the Association, or the resort developer or The Club Operating Company has concluded with such External Exchange Company.

The Club Operating Company may, in its sole discretion, from time to time make Other Redemption Opportunities available from time to time in the Exchange Pool and obtain said Other Redemption Opportunities from Third Parties. The Club Operating Company shall not be required to make any such Other Redemption Opportunities available, but may do so to further the efficient management of the Exchange Pool. Only the exchange membership program provided by The Club Operating Company is regulated by the Florida Department of Business and Professional Regulation.

Such additional exchange privileges or Other Redemption Opportunities will be available to Members in accordance with the terms of the arrangements made by The Club Operating Company. Fees associated with such additional privileges or benefits may be included in the Club Dues charged to Members as determined by The Club Operating Company. Other than the exchange membership program of The Club, The Club Operating Company is not obligated to provide any additional exchange opportunities or provide any Other Redemption Opportunities.

**EXHIBIT 1**

**The Club Articles**



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**THESE ARTICLES** have been adopted by HVC International Club, Inc. (“**HVCIC**”), a Florida corporation (hereinafter referred to as “The Club Operating Company”), and the company that established The Club for the purposes herein contained.

1. **DEFINITIONS.** As used herein, the following capitalized terms shall have the following meanings:
  - 1.1 “Accommodation” means the physical space in an apartment, condominium, home, townhome or cooperative unit, cabin, lodge or hotel or motel room, or any other private or commercial structure or facility, whether or not permanently affixed to real property, including a cabin on a cruise ship, yacht, or other similar vessel or a houseboat or a motor home, available for use or occupancy by one or more individuals and made available to The Club through a Membership Document.
  - 1.2 “Affiliated Managed Resort” means an Affiliated Resort that is managed by an affiliate of The Club Operating Company.
  - 1.3 “Affiliated Collection” means any multi location timeshare plan, including a multi-site points based vacation club or similar entity, as to which The Club Operating Company has determined that the real and/or personal property which is the subject matter of such timeshare plan is suitable for inclusion in The Club program, and the developer, association, managing entity or other applicable entity for that timeshare plan has entered into an affiliation with The Club by executing a Club Affiliation Agreement. An individual component site of such multi-site timeshare plan may be designated a “Club affiliated resort.”
  - 1.4 “Affiliated Resort” means a resort or other facility containing one or more Qualifying Interests which has become affiliated with The Club from time to time on a direct basis pursuant to a Club Affiliation Agreement or pursuant to any other agreement or arrangement approved by The Club Operating Company, and may be designated as a “Club affiliated resort.” Some Affiliated Resorts are managed by HVCIC.
  - 1.5 “Articles” means these Articles promulgated by The Club Operating Company to establish The Club and which, together with the Club Rules, set forth the terms, restrictions and conditions of The Club, as well as the obligations of Members, as the same may be amended from time to time by The Club Operating Company.
  - 1.6 “Associate” means an individual nominated and authorized by a Primary Member to make reservations using the Primary Member’s Points; normally a close family member such as a spouse, partner, sibling, parent or child of the Primary Member.
  - 1.7 “Association” means an underlying condominium, townhome, master, timeshare or community property owners’ association or other entity which is the official governing entity of an Affiliated Resort or an Affiliated Collection.
  - 1.8 “Association Fee(s)” means any fee a Member is obligated to pay to the Member’s Association by virtue of such Member’s ownership of a Qualifying Interest,

including without limitation, recreational, maintenance and reserve fees, special assessments and ad valorem taxes.

- 1.9 “The Club” means a reservation system and membership program which provides vacation, travel, exchange and other leisure benefits to its Members; and is established pursuant to these Articles.
- 1.10 “Club Affiliation Agreement” means one or more written contracts between The Club Operating Company and the developer and/or the managing entity, association or other applicable entity of a resort or other facility, a multi location timeshare plan or travel, leisure or vacation related products or benefits pursuant to which the same becomes an Affiliated Resort, an Affiliated Collection or an Other Redemption Opportunity and purchasers and owners of Qualifying Interests therein become eligible to join The Club.
- 1.11 “Club Assignment Agreement” means any document whereby the Use Rights associated with a Deeded Member’s Qualifying Interest are assigned or otherwise made available to The Club Operating Company and are subjected to the conditions and restrictions of these Articles and such Member is assigned a certain number of Points to use in accordance with the provisions of these Articles.
- 1.12 “Club Bonus Time” means a program where Members may rent an Accommodation at a discounted rate at selected Club Resorts, subject to availability and a limited booking window. The minimum stay for Club Bonus Time reservations is two nights.
- 1.13 “Club Documents” means those agreements and other documents governing the use and operation of The Club, including, but not limited to, these Articles, the Club Rules, the Club Affiliation Agreement, the Member Operating Manual, and any other agreements or documents utilized from time to time to establish, operate or describe The Club or to make Accommodations or Other Redemption Opportunities available to the Members of The Club, as such agreements and documents may be entered into, promulgated and/or amended, from time to time.
- 1.14 “Club Dues” means those fees which each Member is required to pay in order to remain in good standing pursuant to these Articles and the Membership Documents and may be comprised of the Club Fee, the Property and Services Fee and the Other Charges.
- 1.15 “Club Fee” means that portion of the Club Dues consisting of the fee that must be paid by every Member as described in Article 6 of these Articles.
- 1.16 “Club Fund” means the escrow account or escrow accounts of The Club Operating Company at a national bank, into which are deposited the portion of the Property and Services Fees collected for the purpose of facilitating the centralized bulk payment of all Association Fees by The Club Operating Company on behalf of one or more classes of Members, for a select group of Affiliated Resorts and/or for a select group of Affiliated Collections in accordance with these Articles.

- 1.17 “Club Membership Agreement” means any document executed by The Club Operating Company that bestows membership on the purchaser or owner of a Qualifying Interest and provides for the terms and conditions of such membership in The Club.
- 1.18 “The Club Operating Company” means HVC International Club, Inc., a Florida corporation, or one of its affiliates, their successors and assigns.
- 1.19 “Club Resort” means an Affiliated Resort or any resort or other facility available through an Affiliated Collection.
- 1.20 “Club Resort Portfolio” means the publication or posting of information about the Club Resorts.
- 1.21 “Club Rules” means The Club Rules and Regulations which may be modified from time to time by The Club Operating Company and which contain the rules and regulations governing a Member’s use of The Club.
- 1.22 “Collection Manager” means the managing entity responsible for the operation of an Affiliated Collection.
- 1.23 “Collection Member” means any Person or Persons who has/have become entitled to the benefits of membership in The Club by reason of being the owner(s) of a Qualifying Interest in an Affiliated Collection and having completed any relevant Club Membership Agreement and other documentation required by that Affiliated Collection’s Club Affiliation Agreement in a personal or representative capacity with respect to said Qualifying Interest.
- 1.24 “Declaration” means the Declaration of Condominium, the Declaration of Covenants, Conditions and Restrictions, Deed of Trust or any similar instrument applicable to a specific Affiliated Resort or an Affiliated Collection or Other Redemption Opportunity by which the Qualifying Interests associated with such Affiliated Resort, Affiliated Collection or Other Redemption Opportunity are encumbered and/or the residential or timeshare regime or other use thereof is established and governed.
- 1.25 “Deeded Member” means any Person or Persons who has/have become entitled to the benefits of membership in The Club by reason of being the owner(s) of a Qualifying Interest in an Affiliated Resort and having completed the relevant Club Membership Agreement and Club Assignment Agreement or such other documentation as The Club Operating Company shall require in a personal or representative capacity with respect to said Qualifying Interest.
- 1.26 “Exchange Pool” means the aggregation of all of the Use Rights and Other Redemption Opportunities which The Club Operating Company has accumulated, classified, has available, or has access to facilitate the completion of exchanges through reservations requested by Members and to facilitate the satisfaction of other obligations of The Club Operating Company to Members, said Use Rights and

Other Redemption Opportunities to include but not be limited to, the Use Rights and Other Redemption Opportunities assigned to The Club Operating Company or otherwise subjected to these Articles pursuant to the Membership Documents or pursuant to other document(s) acceptable to The Club Operating Company, and all rights and privileges appurtenant thereto.

- 1.27 “External Exchange Company” means any Person providing external exchange services to the Members of The Club whether the arrangements are concluded by The Club Operating Company or through private contact between the Member and said Person.
- 1.28 “Guest Certificate” means a certificate issued by The Club Operating Company at the request of the Primary Member for use of an Accommodation or Other Redemption Opportunity for a guest not staying with the Primary Member or an Associate.
- 1.29 “Home Collection” means an Affiliated Collection in which a Collection Member owns a Qualifying Interest.
- 1.30 “Home Collection Advantage” means the priority, preference or special arrangement by which a Collection Member can reserve use and occupancy at such Member’s Home Collection.
- 1.31 “Home Collection Resort Advantage” means the priority, preference or special arrangement by which certain Collection Members can, through the exercise of certain of their annual allotted Use Rights in their Affiliated Collection, reserve use and occupancy at a specific Club Resort.
- 1.32 “Home Resort” means an Affiliated Resort in which a Deeded Member owns a Qualifying Interest and has assigned the Use Rights attributable to that Qualifying Interest to The Club Operating Company.
- 1.33 “Home Resort Advantage” means the priority, preference or special arrangement by which a Deeded Member can reserve use and occupancy at such Member’s Home Resort.
- 1.34 “Member(s)” means Deeded Members, Collection Members and all other types or classifications of membership established by The Club Operating Company from time to time.
- 1.35 “Member Operating Manual” means the detailed manual describing how The Club is operated, as revised from time to time by The Club Operating Company.
- 1.36 “Membership Documents” means the Club Assignment Agreement, the Club Membership Agreement, the Club Affiliation Agreement, and/or such other agreements or documents which grant or govern specific membership rights.

- 1.37 “Other Charges” means that portion of the Club Dues described in Article 6 of these Articles which a Member may be required to pay other than the Club Fee and the Property and Services Fee.
- 1.38 “Other Redemption Opportunity” means anything made available for Members to obtain in exchange for their Points, other than Accommodations. These may include, but are not limited to, travel, leisure or vacation related products or benefits. The Club Operating Company may make certain Other Redemption Opportunities only available to a particular class of Members. Further, the Club Operating Company may make certain Other Redemption Opportunities available for Members only.
- 1.39 “Person” means an individual, a corporation, a partnership, a trust, a limited liability company, a limited liability partnership or any other form of organization recognized by applicable law.
- 1.40 “Points” means the symbolic currency utilized by The Club Operating Company to quantify the reservation, use and/or other rights of a Member based upon the Member’s Qualifying Interest.
- 1.41 “Points Directory” means any periodically published or posted listing of Accommodations or Other Redemption Opportunities available through The Club and, among other information, providing the number of Points required to reserve various Use Periods in such Accommodations or to obtain such Other Redemption Opportunities.
- 1.42 “Points System” means the system or arrangement enabling the functioning of The Club through the medium of Points to quantify the trading power of a Member and the Points values of Accommodations and Other Redemption Opportunities which may be reserved or obtained by such Member in accordance with the Club Rules.
- 1.43 “Primary Member” means the individual who is authorized to exercise all rights of a particular membership.
- 1.44 “Primary Member Use Period” means a Use Period which the Club Operating Company may designate, in its sole discretion, for use by a Primary Member, including but not limited to, dates for use, season for use, and amount of Club Resort inventory available as a Primary Member Use Period. Primary Member Use Period reservations are limited solely to the Primary Member and may not be transferred to any individual who is not a Primary Member.
- 1.45 “Property and Services Fee” means that portion of the Club Dues described in Article 6 of these Articles which a Member may be required to pay other than the Club Fee and the Other Charges.
- 1.46 “Qualifying Interest” means (a) an interest in an Affiliated Resort, in an Affiliated Collection or in some other program or system entitling the owner thereof to the use or occupancy or both of an Accommodation or to obtain an Other Redemption

Opportunity, including, but not limited to (i) a fee simple estate, an estate for years, or some other ownership interest in real property coupled with a right to occupy an Accommodation or one of a group of Accommodations in that real property according to the applicable Declaration, (ii) a leasehold or “right to use” interest, or other contractual right to use or occupy an Accommodation or one of a group of Accommodations or to obtain an Other Redemption Opportunity, (iii) “points” or any other medium symbolically representing the right to use or occupy an Accommodation or one of a group of Accommodations or to obtain an Other Redemption Opportunity, or (iv) any other ownership or contractual interest or right which gives the owner or holder the basis to reserve occupancy for a period of time in an Accommodation or in one of a group of Accommodations or to obtain an Other Redemption Opportunity, or (b) such interest as The Club Operating Company may choose to accept in connection with bestowing membership on the owner or holder thereof from time to time in accordance with the provisions of these Articles.

- 1.47 “Reservation Advantage” means a Home Collection Advantage, Home Collection Resort Advantage, Home Resort Advantage or other Member benefit under which a Member has a priority, preference or special arrangement by which the Member can reserve use and occupancy at a specific Club Resort, a Club Resort within a specific Affiliated Collection or an Other Redemption Opportunity. The Club Operating Company may grant a Reservation Advantage to physically disabled Members for Accommodations that are adapted for use by such Persons. The Club Operating Company may also grant a Reservation Advantage to certain classes of Membership.
- 1.48 “Resort Manager” means the managing entity responsible for the operation of an Affiliated Resort.
- 1.49 “Third Party” means any Person other than The Club Operating Company who is not a Member, including without limitation those who make Other Redemption Opportunities available to the Members through the Exchange Pool.
- 1.50 “Use Period” means the period of time during which a Member has the right to use and occupy an Accommodation.
- 1.51 “Use Rights” means those rights a Member, The Club Operating Company or a Third Party has to use, occupy and/or possess an Accommodation or to obtain an Other Redemption Opportunity, which rights are, in the case of each Member, attributable to his or her Qualifying Interest, in accordance with the Declaration of the respective Affiliated Resort, Affiliated Collection or Other Redemption Opportunity, together with any associated rights, if applicable.
- 1.52 “Use Year” means a calendar year or other period established by The Club Operating Company for each membership type during which a Member’s periodic allocation of Points received upon payment of the Club Dues for that period must be used in accordance with the Club Rules unless the Member has borrowed or

saved such Points to the extent permitted under the Club Rules. The period established as the Use Year may vary for different membership types.

## 2. THE CLUB OPERATIONS.

- 2.1 **Confirmation of The Club Establishment.** The Club Operating Company hereby reaffirms its establishment of The Club by these Articles, to provide purchasers and owners of Qualifying Interests with the opportunity to obtain membership in The Club and vacation, travel, exchange and other leisure benefits. The Club is not a corporation, legal entity or association of any kind. Instead, The Club is the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by The Club Operating Company, together with such additional services as The Club Operating Company may arrange through additional agreements with other service providers.
- 2.2 **Commencement of Operations.** The Club is operated and managed by The Club Operating Company pursuant to the terms and provisions of these Articles. The Club Operating Company is expressly authorized to take any and all action as it deems appropriate to operate The Club, including without limitation, the affiliation of Affiliated Resorts and Affiliated Collections, entering into relationships with the providers of Other Redemption Opportunities, admission of Members and the implementation of all exchange management systems. The Club Operating Company reserves the right to sell computer and any and all other services to the Club Resorts, the Affiliated Collections, and other resorts and facilities and to operate reservation and other management systems as a separate commercial enterprise.
- 2.3 **Club Advisory Board.** The Club may appoint a Club Advisory Board comprised of Members chosen by it (who shall serve at the pleasure of The Club Operating Company) to provide non-binding advice on matters relating to The Club.

## 3. MEMBERSHIP.

- 3.1 **Membership Eligibility.** A purchaser becomes eligible to join The Club upon entering into a contract to purchase, or previously having purchased, a Qualifying Interest from an affiliate of The Club Operating Company, or from any developer approved or permitted by The Club Operating Company and meeting the other requirements of membership, including, but not limited to, the payment of all fees and dues. Other owners of Qualifying Interests may, in the sole discretion of The Club Operating Company, be deemed to be eligible for membership in The Club. The Club Operating Company is not the developer or seller of any Qualifying Interests. The developer and the Association of an Affiliated Resort, of an Affiliated Collection and of an Other Redemption Opportunity are also eligible to become a Member as provided below in this Section with respect to such developer's or the Association's unsold inventory of Qualifying Interests. Other categories or classifications of membership may be created and utilized by The Club Operating Company from time to time. However, no person or entity shall be

eligible for membership which entitles the Member to a periodic allocation of Points unless such Member's Use Rights associated with the Member's Qualifying Interest are assigned or made available to The Club for inclusion in the Exchange Pool, pursuant to the terms of the relevant Club Affiliation Agreement or such other agreement by which a resort becomes affiliated with The Club. Unless a particular Club Affiliation Agreement provides otherwise, The Club Operating Company may require any eligible person who wishes to join The Club to complete the Membership Documents appropriate for the membership being sought and may require the payment of an initial membership fee as may be determined by The Club Operating Company from time to time. The documentation of a membership for a Deeded Member will usually involve the assignment to The Club of Use Rights arising from the Member's Qualifying Interest at the Affiliated Resort subjected to the terms and provisions of these Articles and The Club Operating Company will thereupon be entitled to include such Use Rights in the Exchange Pool. The documentation of a membership for a Collection Member will usually involve a Club Affiliation Agreement which will establish the procedures and terms under which the Use Rights attributable to such Collection Member's Qualifying Interest will be made available to The Club for inclusion in the Exchange Pool. The Members will have access through the reservation system operated pursuant to these Articles and the Club Rules to the Use Rights attributable to the Qualifying Interests assigned or otherwise made available to The Club Operating Company. Each Member relinquishes the use of his or her Qualifying Interest once the Use Rights attributable thereto have been assigned or made available to The Club. Although the Use Rights are available through the Exchange Pool in the foregoing manner, Members will not have access to such Use Rights until the expiration of any period during which a Member or class of Members has been granted or has purchased a Reservation Advantage in respect of those Use Rights.

The Membership Documents are separate from the Member's contract with the developer or seller regarding the purchase of the Qualifying Interest. The Club is also separate and distinct from the local system or means by which use and occupancy at an Affiliated Resort or in an Affiliated Collection is allocated among owners pursuant to the applicable Declaration.

The developer of any participating Affiliated Resort and any participating Affiliated Collection, as well as the Association for any participating Affiliated Managed Resort, shall be granted a special status of membership, enabling the Use Rights attributable to blocks of developer or Association-owned Qualifying Interests to be made available to The Club for the benefit of Members, including from promotional Point allotments, and allowing some preemptory reservation selection privilege for Use Periods in exchange for such Use Rights. Such selection will be carefully monitored by The Club Operating Company to reasonably ensure that the value of the Use Rights made available and the Use Periods selected in this manner are balanced in value and enhance the satisfaction level of the Members as a whole.



- 3.2 **Basis of Membership.** The terms under which any Member participates in The Club shall be established in the relevant Membership Documents. Membership in The Club is not a prerequisite to owning a Qualifying Interest in an Affiliated Resort, nor if required by applicable law, a prerequisite to owning a Qualifying Interest in an Affiliated Collection. No purchaser or owner of a Qualifying Interest in an Affiliated Resort shall become a Member of The Club automatically, merely by purchasing or owning such Qualifying Interest. Similarly, no purchaser or owner of a Qualifying Interest in an Affiliated Collection shall necessarily become a Member automatically, merely by purchasing or owning such Qualifying Interest. The basis of participation in each specific instance shall be governed by the terms of the relevant Club Affiliation Agreement or such other agreement by which a resort becomes affiliated with The Club and any other associated Membership Documents. Membership requires the timely payment of Club Dues and is further governed by the terms and provisions of these Articles, the Club Rules, the Membership Documents and other Club Documents. Unless the relevant Membership Documents provide otherwise, Membership will be automatically renewed for each eligible Use Year upon the receipt of the Club Dues from the respective Member by The Club Operating Company.
- 3.3 **Membership Status.** A Deeded Member may assign the Use Rights of one or more separate Qualifying Interests to The Club and shall receive an allocation of Points each Use Year with regard to each such separate Qualifying Interest. Upon the first day of each Use Year following such assignment, said Use Rights shall be deemed irrevocably committed to The Club for all of that calendar year or other period. A Deeded Member who assigns the Use Rights of more than one Qualifying Interest must pay the Property and Services Fee for each such Qualifying Interest, if applicable. Depending on the number of Qualifying Interests a Deeded Member assigns to The Club, such Deeded Member may be required to pay the Club Fee on a scaled (e.g. per Point) basis and shall also satisfy each other obligation of membership required on the basis of a separate obligation per separate Qualifying Interest. The Points received periodically by such Deeded Member may, however, be aggregated for the purpose of making one or more reservations to complete the exchanges.

The rights of membership for a Member shall be available only so long as (i) The Club exists, (ii) the Member satisfies all membership requirements and is in good standing, both in The Club and at his or her Affiliated Resort or in his or her Affiliated Collection, as applicable, and (iii) the Member owns at least one Qualifying Interest which continues to be affiliated with The Club. Therefore, in the event that affiliation with an Affiliated Resort or Affiliated Collection is terminated for any reason, the Members whose memberships are based upon Qualifying Interests at such Affiliated Resort or in such Affiliated Collection will no longer be able to continue membership in The Club, unless such a Member also has another Qualifying Interest in a different Affiliated Resort or Affiliated Collection.

Membership in The Club shall not be deemed to be included in the ownership of any Qualifying Interest owned. Membership shall not be an interest in real property and shall not constitute any proprietary, voting or other right in or to The Club other than the membership rights set forth in these Articles. No Member shall have any right to any of the assets of The Club or The Club Operating Company either while a Member or upon termination. No refunds of initial membership fees, or any other Club Dues or fees shall be paid to a terminating Member unless otherwise required by law. A Deeded Member's membership shall automatically renew periodically during the term of The Club, unless such Deeded Member shall otherwise elect and notify The Club Operating Company in writing of his or her decision to withdraw. Renewal of a Collection Member's membership in The Club shall be subject to the Club Affiliation Agreement for his or her Affiliated Collection.

All taxes of any nature levied, charged or due with regard to membership, the payment of Club Dues and other fees, the allocation of Points, and the use of such Points to complete the exchange shall be the liability of the respective Member.

- 3.4 **Member Acts.** No Member shall have the authority to contract for or in the name of The Club, The Club Operating Company or any other Member or to bind in any way The Club, The Club Operating Company, or any other Member.
- 3.5 **Non-Transferability of Membership.** Unless the relevant Membership Documents provide otherwise, membership in The Club shall be personal to the Member and may not be voluntarily or involuntarily assigned or conveyed regardless of whether the purported assignment or conveyance is to the successor in interest to such Member's Qualifying Interest. A Member who no longer owns any Qualifying Interest at any Affiliated Resort or in an Affiliated Collection will no longer be a Member. Any existing reservations will be cancelled. The Club Operating Company shall not recognize any voluntary assignee or transferee with respect to any membership rights which would have been recognized with respect to the assignor/transferee Member. The new owner of a Qualifying Interest previously subject to these Articles will not automatically become a Member, but must be approved by The Club Operating Company and must satisfy any other eligibility requirements, as established by The Club Operating Company from time to time, which may include a requirement to execute independent Membership Documents and pay such initial membership fees as may be established by The Club Operating Company. Policy exceptions to this non-transferability rule may be established on a case-by-case basis by The Club Operating Company, who may charge an administrative fee with respect to each instance that an exception is implemented.

Notwithstanding the foregoing, The Club Operating Company ordinarily approves the transfer of a membership to a Member's immediate family (such as a spouse, partner, sibling, parent or child) or to the transferee of the underlying Qualifying Interest following a Member's death pursuant to bequest, intestate succession or local equivalent. The personal representative of a deceased Member, or the successor-in-interest by bequest or intestate successor, shall notify The Club

Operating Company promptly following the Member's death, and shall provide documentation satisfactory to The Club Operating Company as to the disposition of the Qualifying Interest.

- 3.6 **Membership Name.** For each membership, there shall be only one Primary Member who shall be an individual and who shall have the right to exercise all membership rights except as provided in this Section. The Club Operating Company, in its sole discretion, may permit the purchasers of more than one Qualifying Interest to aggregate those Qualifying Interests into one membership. An individual may be the Primary Member with respect to more than one Qualifying Interest. The Primary Member for each membership shall be identified in the respective Membership Documents.

If ownership of a Qualifying Interest is held by multiple individuals, or in other legal forms, such as a corporation, partnership, limited liability company, or trust, then such owners must identify one individual as the Primary Member to exercise the membership rights with respect to such Qualifying Interest. The Primary Member shall be initially identified in the Membership Documents but may be changed subsequently by separate written documents. The Primary Member may identify in the Membership Documents or later by separate written documents the names of not more than three additional individuals from whom The Club Operating Company may take direction in connection with making reservations and exercising other membership rights. The Club Operating Company may charge an administrative fee for each time it is requested to establish or change such designations after the execution of the Membership Documents. In the event of a dispute or contradictory directions, the directions of the Primary Member shall be final.

Primary Member Use Period reservations are limited solely to the Primary Member and may not be transferred to any individual who is not a Primary Member.

- 3.7 **No Resale, Lease or Rental Assistance.** The Club Operating Company has no obligation to assist a Member with the resale, lease or rental of his or her Qualifying Interest.
- 3.8 **Personal Use.** Joining The Club should not be done for investment purposes, financial gain or for commercial use, but for the sole purpose of personal use and enjoyment.
- 3.9 **Withdrawal of a Qualifying Interest from The Club.** A Member's Qualifying Interest shall be withdrawn from The Club in the event of any of the following occurrences, effective as of the applicable date indicated below:

(a) Upon the date of the voluntary or involuntary assignment or conveyance of ownership of such Member's Qualifying Interest whether by action of the owner or by operation of law or through foreclosure or other enforcement of

lien rights or security interests, unless such transaction was subject to exceptions adopted by The Club Operating Company;

(b) Upon the date of termination of the Club Affiliation Agreement with respect to the Affiliated Resort or Affiliated Collection in which such Member had his or her Qualifying Interest unless the assignment agreement was between the owner and The Club, whereby that arrangement may persist;

(c) Upon the date of the decision by the Resort Manager of an Affiliated Resort or by the managing entity of an Affiliated Collection to eliminate or terminate such Member's Qualifying Interest as the result of a fire or other casualty or taking by eminent domain which results in the elimination of one or more Accommodations from such Affiliated Resort or Affiliated Collection, all in accordance with the applicable Declaration;

(d) Upon the date of occurrence of any event which has the effect of terminating a Member's ownership of his or her Qualifying Interest which forms the basis for such Member's membership in The Club; or

(e) Upon the date of voluntary withdrawal by the Member of a Qualifying Interest from The Club.

The Club Operating Company is under no obligation to give any notice to the Member whose Qualifying Interest is withdrawn of the occurrence of the event causing such withdrawal or that his or her Qualifying Interest has been withdrawn. The withdrawal of a Qualifying Interest from The Club shall be subject to (i) all reservations and other transactions associated with the Qualifying Interest withdrawn made prior to the date of withdrawal and (ii) any reservations associated with the Qualifying Interest made after the date of withdrawal of the Qualifying Interest for Use Periods occurring prior to the first day of the calendar year following the date of withdrawal as set forth above.

3.10 **Suspension of Membership.** In the event of the following occurrences, The Club Operating Company may completely suspend all membership rights of a Member until the reason for suspension has been removed or said membership is terminated:

(a) Upon a breach of any provision of these Articles or any of the Club Rules by a Member, including failure to pay in a timely manner any and all Club Dues and any other fees which may be charged by The Club Operating Company from time to time in accordance with the provisions of these Articles and a breach of the restrictions on Member Rentals in accordance with the Club Rules; or

(b) Upon the failure of a Member to pay his or her Association Fees in a timely fashion in the event direct payment of such fees has not been centralized on behalf of such Member through the Property and Services Fee; or

(c) Upon the failure of a Member to make timely payments relating to any mortgage, security agreement or purchase contract obligation pertaining to the

Qualifying Interest of such Member which forms the basis for his or her membership in The Club; or

(d) Upon the determination by The Club Operating Company that the Member's conduct constitutes conduct unbecoming of a Member of The Club. The decision of The Club Operating Company shall be final. Examples of unbecoming conduct may include, but shall not be limited to, criminal behavior or threats and verbal abuse. A suspension under this Section 3.10(d) shall normally be for a minimum of one year. Certain serious acts may also result in termination of membership with no option to reinstate. The Club Operating Company may also recommend to the Affiliated Resort or Affiliated Collection in which the suspended Member owns a Qualifying Interest that it take appropriate disciplinary action against the suspended Member; or

(e) Upon the occurrence of an event of a loss or casualty or upon the taking by eminent domain, making Accommodations in the Affiliated Resort or Affiliated Collection to which a Member's Qualifying Interest relates unavailable. In the case of an Affiliated Collection which suffers such unavailability, the Collection Members whose memberships in The Club are suspended shall be the ones designated under said Affiliated Collection's Declaration. The suspension shall remain in effect while the decision to rebuild is being made by the Resort Manager or other appropriate entity and while reconstruction or repair is in progress. Under such circumstances, when the unavailable Accommodations again become available for occupancy, the membership privileges of those Members whose privileges had been temporarily suspended will be reinstated without reinstatement fees.

The Club Operating Company also reserves the right to suspend the membership rights of a Member partially or completely for such other reasons as The Club Operating Company, in its sole discretion, determines to be in the best interests of The Club.

Except where required by law, The Club Operating Company is under no obligation to give any notice to the Member whose membership rights have been suspended of the occurrence of the event causing such suspension or that his or her membership rights have been suspended.

During a complete suspension of membership rights, such Member may not make reservations for Accommodations and The Club Operating Company may cancel any confirmed reservations previously made with Points allocated to such Member for any Use Year during which the complete suspension applies. During such suspension, the Use Rights made available to The Club Operating Company with respect to the Qualifying Interests owned by the suspended Member shall remain in the Exchange Pool and may be used by The Club Operating Company. A Member subject to complete suspension may be reinstated by The Club Operating Company upon the full correction of the defects or unbecoming conduct causing suspension, including but not limited to, the payment of all accrued interest and late fees to The Club Operating Company, as well as to the Association, and any reinstatement fee charged by The Club Operating Company.

During a partial suspension of membership rights, a Member will not be allocated Points arising from the particular Qualifying Interest(s) giving rise to the suspension during any Use Year that the partial suspension is in effect. During such suspension, however, the Use Rights made available to The Club with respect to the Qualifying Interest(s) giving rise to the suspension shall remain in the Exchange Pool. The Club Operating Company may also cancel any confirmed reservations for a Use Period utilizing Points previously allocated to such Member in respect of that or those Qualifying Interest(s) subject to such partial suspension for the Use Year in which the partial suspension arose.

When suspension has occurred due to failure of such Member to pay Club Dues or other fees or amounts due The Club Operating Company, partial payment of the full amount due will not cause reinstatement. However, the funds received from a Member in partial payment shall be allocated by The Club Operating Company as it may determine, and in the absence of such determination, as follows: first to satisfy Property and Services Fee (if The Club Operating Company is then collecting same on behalf of the Association), then the unpaid Club Fee, then unpaid Other Charges, then interest due, then any late fees due, plus interest and late fees and other charges which must be paid with the overdue Association Fee, and lastly the reinstatement fee. If the suspended Member shall owe a Property and Services Fee and this includes his or her Association Fee(s), The Club Operating Company shall not make payment to the respective Association until it has collected from Member the full Property and Services Fee plus interest attributable thereto.

Complete suspension of membership rights will be followed by reinstatement or by termination in accordance with Section 3.11.

3.11 **Termination of Membership in The Club.** In the event of one or more of the following occurrences, a membership in The Club shall automatically terminate, effective as of the applicable date indicated below:

(a) Upon the date of withdrawal of a Qualifying Interest from The Club pursuant to Section 3.9 of these Articles and such Qualifying Interest was the only basis for such Member's membership in The Club;

(b) Upon the date of termination of a Qualifying Interest, if such Qualifying Interest was the only basis for such Member's membership in The Club;

(c) Upon the date of termination of The Club;

(d) Upon the expiration of thirty (30) days (or such longer period of time determined by The Club Operating Company) following the date written notification (which notification may be included in a notice of termination of the underlying Qualifying Interest) of complete suspension of membership rights has been mailed to a Member where such Member has failed to cure or make acceptable arrangements to cure the reasons for such complete suspension; or

(e) Upon the date of voluntary withdrawal of a Member or the Member's personal representative from The Club, if authorized in such Member's

applicable Club Affiliation Agreement, or with the consent of DRIC, in its sole and absolute discretion.

All Club Dues and any other fees due and owing by a terminating Member must be paid to the date of the membership termination and there shall be no refund of any fees previously paid to The Club Operating Company unless otherwise required by law. After the date of membership termination, such terminated Member shall not be entitled to enjoy the rights and benefits of The Club and the Use Rights associated with such terminating Member's Qualifying Interest(s) shall not be available to such Member, if at all, until the later to occur of (i) the date on which all obligations of The Club arising from reservations and other transactions relating to such Use Rights have been discharged and (ii) the first day of the calendar year following the date of termination as set forth above. The Club Operating Company may charge a reinstatement fee in the event any previous Member desires to once again become a Member and is approved for reinstatement by The Club Operating Company.

#### 4. POINTS SYSTEM.

4.1 **Allocation of Points.** The Club Operating Company shall utilize a currency based system known as Points to facilitate the operations and management of the exchange membership program. Each of the Use Rights made available to The Club by Members will be graded by The Club Operating Company to quantify the relative trading power of such Use Rights relinquished by the Member. Also, the various Use Periods in Accommodations available for reservation from the Exchange Pool and the Other Redemption Opportunities available for acquisition and/or use will be graded by The Club Operating Company to quantify the relative Reservation Points values of each Use Period and each Other Redemption Opportunity. A Member whose Use Rights under his or her Qualifying Interest recur biennially shall receive Points annually but at a level which would be approximately one-half of the Points allocated for annual Use Rights under the same Qualifying Interest.

Pursuant to the Points System, The Club Operating Company shall annually (or otherwise periodically as determined by The Club Operating Company) allocate to each Member the number of Points commensurate with the grading of the Use Rights as depicted in the Membership Documents executed when the Member made such Use Rights available to The Club for addition to the Exchange Pool, unless such Use Rights have since been re-graded, as set out below, in which case the Member shall be allocated the appropriate amended number of Points. The Member may then use those Points to satisfy the Points required to complete the exchange and reserve one or more Use Periods in Accommodations and/or to obtain one or more of the Other Redemption Opportunities available from time to time in accordance with the Club Rules.

If membership is terminated or a Qualifying Interest is withdrawn from The Club, The Club Operating Company does not guarantee that the Points associated with that Qualifying Interest's Use Rights will be graded similarly if the prior Member

should request reinstatement or again make such Use Rights available to The Club. The grading of the Use Rights by The Club Operating Company will depend on numerous criteria, including but not limited to, the location, size, capacity, floor level, view, costs of construction and relative quality of the Accommodation or Accommodations to which such Use Rights relate; the amenities of the resort and the local area(s); the season of the year in which the Use Rights may be used; permissible commencement dates; and such other factors as The Club Operating Company may determine to be appropriate from time to time.

Specific rules and regulations regarding the request for reservations of Use Periods in Accommodations and the request to obtain Other Redemption Opportunities are set forth in the Club Rules. The Use Periods in Accommodations available to Members from the Exchange Pool and the Other Redemption Opportunities available through The Club shall also be graded periodically by The Club Operating Company to quantify the Points which a Member must expend to reserve an Accommodation or to obtain an Other Redemption Opportunity. In addition to the criteria listed above for grading Use Rights, the grading of the Use Periods in Accommodations may also include the length of stay and the demand factors which The Club Operating Company must evaluate when managing the inventory of the Exchange Pool. In grading Other Redemption Opportunities, The Club Operating Company shall, in its sole discretion, assign the number of Points required to reserve each such Other Redemption Opportunity taking into account the economics and circumstances of providing such Other Redemption Opportunity to the Members and such other factors as The Club Operating Company may from time to time deem appropriate. In order to balance demand for Accommodations and Other Redemption Opportunities available through the Points System, the Points required to reserve a particular Accommodation or Other Redemption Opportunity may be temporarily discounted or increased.

The Club Operating Company shall be entitled, but not obligated to, allot Points through various programs (including but not limited to a bulk deposit or block exchange), in exchange for inventory Use Periods, on a basis qualifying the Point use for reservation accommodation purposes only and/or any other restriction deemed necessary for the purpose of effectively managing the inventory in the Exchange Pool.

The Club Operating Company expects to conduct the assessment and grading of Accommodations and Other Redemption Opportunities such that under normal circumstances the grading, as expressed in terms of Points and published to Members, should not need to be revised, subject to the permitted temporary discounting of particular Accommodation(s) and/or Other Redemption Opportunities for the effective management of the Exchange Pool. From time to time, however, The Club Operating Company may, having examined the best available evidence and having exercised its reasonable business judgment in good faith, consider that permanent adjustments to the grading of a Club Resort, of a particular Accommodations, of a specific Use Period or Periods or of a particular Other Redemption Opportunity, need to be made in order to preserve the general



integrity of the system. For example, The Club Operating Company may need to balance supply and demand by increasing the Point values for Use Periods in times and/or areas of consistently higher than anticipated demand, or by decreasing the Point values for Use Periods in times of and/or areas of consistently lower than anticipated demand. Where such permanent adjustments to Point values are made, The Club Operating Company shall not be obligated to offset an overall increase in grading by a corresponding decrease elsewhere within the system, and vice versa. The Club Operating Company shall also be permitted to increase the number of Points for Accommodations and Other Redemption opportunities to reflect upgrading, increased quality and new construction.

Where a permanent re-grading of Point values relates to a Use Period or Periods at an Affiliated Resort contributed to the Exchange Pool directly by a Deeded Member or Deeded Members who have individually completed a Club Membership Agreement and a Club Assignment Agreement, the number of Points periodically allocated to such Deeded Members shall be increased or decreased to reflect the re-grading of the Use Rights assigned annually to The Club by such Deeded Members. The increase or decrease to a Deeded Member's annual Point allocation shall apply for the first complete Use Year following the re-grading. The Club Operating Company shall notify all Members affected by any such changes by such means as The Club Operating Company considers expedient as soon as practicable following its decision to re-grade the relevant Use Period or Periods.

Where a permanent re-grading of Point values relates to a Use Period or Periods in Accommodations that have been or may be made available to The Club by an Affiliated Collection pursuant to the terms of its Club Affiliation Agreement, any adjustments in respect of the Points periodically allocated to individual Collection Members participating from such Affiliated Collection shall be governed by the terms of the relevant Club Affiliation Agreement. The foregoing provisions of this Section 4.1 concerning re-grading of Points shall not be deemed to amend or replace any provisions of the Affiliated Collection's operative documents as to intra-collection Point values.

- 4.2 **Use of Points.** For each Use Year, a Member can use the Points allocated for that Use Year to make a request for a reservation for one or more Use Periods in Accommodations or to obtain one or more Other Redemption Opportunities available in the Exchange Pool. No Member can make a reservation for an Accommodation or obtain an Other Redemption Opportunity, unless such Member has paid the applicable Club Dues for the Use Year and is otherwise in good standing.

All reservations are filled on a first-come, first-served basis for available Use Periods in Accommodations, subject to the exchange reservation request timelines and other procedures outlined within the Club Rules and any Reservation Advantage or other privilege given to certain classes of membership. Fulfillment of requests for specific Use Periods or Accommodations will be subject to availability. The longer a Member waits to make a request for a reservation to

complete the exchange, the more likely it is that the opportunities to reserve a Use Period in the available Accommodations will not meet the Member's desires. If a Member waits too long, it is possible to effectively have no exchange opportunity, however The Club Operating Company intends to be able to manage the Exchange Pool inventory in such a manner so as to maximize Member satisfaction as a whole.

As there may be limited availability and/or quantities of the various Other Redemption Opportunities, all requests for Other Redemption Opportunities will likewise be filled on a first come, first served basis, subject to all rules and conditions applicable to each Other Redemption Opportunity as set forth in the Points Directory or any other materials which The Club Operating Company distributes relating to such Other Redemption Opportunity. As with Use Periods and Accommodations, fulfillment of requests for specific Other Redemption Opportunities will be subject to availability.

## 5. **ACCOMMODATIONS AND OTHER REDEMPTION OPPORTUNITIES.**

- 5.1 **General.** The Club Operating Company has established a network of Affiliated Resorts and other resorts and properties available through Affiliated Collections which are affiliated with The Club through Club Affiliation Agreements or such other agreements by which a resort becomes affiliated with The Club. Such Club Resorts have been developed or managed by companies affiliated with The Club Operating Company, or reviewed by The Club Operating Company prior to affiliation with The Club, to assure standards of high quality and efficient management. The Club Operating Company may affiliate other resorts or other properties as Affiliated Resorts or through Affiliated Collections if such resorts or properties demonstrate sufficiently high quality and efficient management. The Club Operating Company is not obligated to affiliate any particular number of Club Resorts.
- 5.2 **Additional Memberships and Classes of Membership.** There is no cap on the number of Members who can join The Club and The Club Operating Company does not undertake to maintain any particular number of Members from time to time. The Club will be managed in such a manner as to encourage additional memberships, which in turn will increase the Use Periods in Accommodations available in the Exchange Pool. The addition of more Members will increase the Use Periods in Accommodations available, but will also increase the number of persons attempting to utilize Accommodations. The Club Operating Company may also establish additional types of memberships, including but not limited to tiering based on number of Points owned and other loyalty-based Member characteristics and limited memberships which only allow use of certain Club Resorts. The Club Operating Company reserves the right, in its discretion, to make certain Club Resorts only available to certain classes of membership.
- 5.3 **Other Redemption Opportunities.** The Club Operating Company may, in its sole discretion, from time to time make Other Redemption Opportunities available from time to time in the Exchange Pool and obtain said Other Redemption Opportunities

from Third Parties. The Club Operating Company shall not be required to make any such Other Redemption Opportunities available or continue to do so, but may do so to further the efficient management of the Exchange Pool. The cost of providing such Other Redemption Opportunities may be included in the Club Dues or as an additional reservation charge, as The Club Operating Company may determine in its sole discretion.

5.4 **Withdrawal of Accommodations.** The Club Operating Company may withdraw one or more Accommodations at an Affiliated Resort or available through an Affiliated Collection, or suspend or terminate the Club Affiliation Agreement with an Affiliated Resort or an Affiliated Collection under any one of the following conditions:

(a) Failure of management of a Club Resort to maintain sufficiently high standards of quality in the maintenance and operation, resulting in a consistent pattern of dissatisfaction of Members.

(b) Destruction or condemnation of part or all of an Affiliated Resort or of a sufficient or significant number of Accommodations in an Affiliated Collection, thus rendering such Affiliated Resort or Affiliated Collection unsuitable for use by Members.

(c) Termination of the Declaration or expiration of the leasehold or “right to use” interest relating to some or all of the Accommodations or amenities at an Affiliated Resort or relating to a sufficient or significant number of Accommodations in an Affiliated Collection, thus rendering such Affiliated Resort or Affiliated Collection unsuitable for use by Members.

(d) Any other circumstances which might cause an Affiliated Resort or its Accommodations or a sufficient or significant number of Accommodations in an Affiliated Collection to become unavailable or unsuitable for Member use, such as the termination of an affiliation, bank deposit or block exchange agreement or arrangement.

In the event of occurrence of any of the circumstances which results in the withdrawal of Accommodations, The Club Operating Company shall use commercially reasonable efforts to make available alternative Use Periods for Members whose reservations must be canceled, but The Club Operating Company is under no obligation whatsoever to satisfy any specific request, nor to reimburse Members for expenses or inconvenience incurred in changing their vacation plans. Members whose Use Rights relate to Accommodations that have been withdrawn from The Club will be subject to partial or complete suspension, and will be subject to conditions as outlined in Section 3.10.

## 6. CLUB DUES AND OTHER FEES.

6.1 **Establishment of Club Dues.** Each Member will be required to pay Club Dues which shall consist of a Club Fee, a Property and Services Fee and Other Charges.

Club Dues shall be payable annually or at any other times that The Club Operating Company in its absolute discretion deems appropriate. Certain Members may also incur Other Charges. Club Dues may be different for different classes of membership. The Club Operating Company shall determine the Club Dues for each class of membership and may change the amount and payment requirements from time to time. The Club Operating Company will inform each Member of the total amount of Club Dues which must be paid to remain in good standing and be entitled to participate in the exchange membership program and use their Points in accordance with the procedure set forth in the Club Rules.

- 6.2 **Club Fee.** A Club Fee must be paid by each Member, including Members who have assigned the Use Rights of biennial Qualifying Interest ownership to The Club. The Club Fee shall be payable annually or at any other times that The Club Operating Company in its absolute discretion deems appropriate and may vary by membership class. The amount of the Club Fee shall be established each year (or otherwise periodically) as determined by The Club Operating Company and may be billed on a flat per-Member basis, a per-Points owned basis, a per-Qualifying Interest owned basis, a combination of these bases, or another method established by The Club Operating Company. This fee shall enable The Club Operating Company to operate efficiently and, in the event that the Club Fee is insufficient, The Club Operating Company shall be authorized to send additional or supplemental billings.
- 6.3 **Property and Services Fee.** A Property and Services Fee may be charged to each Member. Such fee shall cover the costs relating to the represented services provided by The Club Operating Company. To simplify the management and operation of The Club for Members in one or more classes of membership or for a select group of Affiliated Resorts or Affiliated Collections, The Club Operating Company may also undertake to centralize the timely payment of the respective Association Fees on behalf of such Members. If The Club Operating Company shall undertake to facilitate this service for one or more classes of membership or for a select group of Affiliated Resorts and/or Affiliated Collection, the Property and Services Fee shall include that Member's share of the Association Fees as determined in accordance with Section 6.6 below. Such Property and Services Fee may include an amount determined as a specific sum per Point allocated to a Member.
- 6.4 **Other Charges.** Members may also be charged "Other Charges" at any time, either separately or as part of the Club Dues. These fees will cover any expenses associated with the operation of The Club which are not covered in the Club Fee or the Property and Services Fee. Such expenses may include, but shall not be limited to:
- (a) Obligations incurred by The Club Operating Company in providing Other Redemption Opportunities for the Exchange Pool as contemplated in Section 5.3 of these Articles;

(b) Costs which arise in connection with specific administrative functions requested by a Member or resulting from the actions or inaction of a Member; and

(c) Costs arising from offering other vacation, travel and leisure benefits to Members not provided for by separate fees charged to the users of such other specific benefits.

The Club Operating Company may establish additional fees and may change the amount and terms of all fees from time to time. Some such fees are established in these Articles and in the Club Rules, but The Club Operating Company shall not be limited to implementing only such fees.

6.5 **Payment of Club Dues and Interest.** Each Member shall pay all Club Dues by the due date as established by The Club Operating Company. Failure to pay such Club Dues as required shall obligate the Member to pay (i) interest on the unpaid amount, from the date due until paid at a rate not to exceed the highest annual rate of interest allowed by applicable law, and (ii) a late fee as may be determined by The Club Operating Company from time to time. A Member who has failed to pay the Club Dues in a timely manner shall also be subject to having his or her membership rights suspended pursuant to Section 3.10 of these Articles.

6.6 **Association Fees.** The Club Operating Company may make arrangements in the Club Affiliation Agreements with an Affiliated Resort or an Affiliated Collection to cause the Resort Manager or Association thereof to recognize that upon the assessment of the Association Fee, the Resort Manager or Association will cause the Association Fee invoice for the respective Members to be sent to The Club Operating Company who would then provide timely payment to the Association on a bulk basis from the funds collected as a portion of the Property and Services Fee. When setting the amount of the Property and Services Fee which will be billed to a group or class of Members for each Use Year in which the Association Fee will be included as part of said Property and Services Fee, The Club Operating Company shall estimate the Association Fees based on the best information available and the knowledge of overages and shortfalls in the estimates for prior years.

Even though The Club Operating Company may undertake to collect funds from Members through the Property and Services Fee from which to facilitate the payment of Association Fees on a centralized bulk basis, The Club Operating Company shall neither be engaged nor considered the collection agent for the Association. In the event a Member does not pay the Property and Services Fee in a timely manner prior to The Club Operating Company's receipt of the invoice for such Member's Association Fee, The Club Operating Company will be unable to pay the Association Fee on such Member's behalf. The Club Operating Company may contact such Member regarding such nonpayment and take such further action as is consistent with the applicable Club Affiliation Agreement. It shall not, however, be the duty of The Club Operating Company to collect delinquent Association Fees from Members. If such further action does not result in payment

of the Property and Services Fee, The Club Operating Company may notify the respective Association of such non-payment. The Club Affiliation Agreement entered into between the Association and The Club Operating Company will provide that the Association shall enforce the collection of such Association Fee directly against the Member rather than looking further to The Club Operating Company for funding. Upon notification by The Club Operating Company, the Association shall have the right to take such action to collect delinquent Association Fees from Members as provided in the respective Declaration or other governing documents. If The Club Operating Company shall receive payment of the Property and Services Fee from a Member after such notice to the respective Association, The Club Operating Company shall then pay the Association Fee on behalf of such Member.

Remitting of the Association Fee on behalf of the Member from one of a select group or classes of membership shall be a service of The Club, but the payment of Association Fees shall always remain the personal obligation of the respective Members. The Club Operating Company shall pay the Association Fee on behalf of a Member only to the extent The Club Operating Company has collected the Property and Services Fee from such Member for the same Use Year to which the Association Fee is assessed. If The Club Operating Company has collected the funds from a Member through the Property and Services Fee to pay the Association Fee, but does not pay such Association Fee, the Member shall not be relieved of the obligation to pay the Association Fee. In such event, however, The Club Operating Company shall be obligated to refund to the paying Member the portion of the Property and Services Fee collected for the purpose of paying the Association Fee. With regard to any Member for which The Club Operating Company does not collect the funds from which to pay the Association Fee, such Member shall continue to be obligated to satisfy directly the Association Fee as a condition of remaining in good standing with The Club.

6.7 **Club Fund.** To the extent that Association Fees are collected as a portion of the Property and Services Fees, The Club Operating Company will hold such funds in a separate account, known as the Club Fund, as agent for the respective Members for the purpose of causing a timely bulk payment of Association Fees when The Club Operating Company receives the invoices from the respective Associations. All funds collected for the purpose of paying Association Fees will remain in the Club Fund until paid to the appropriate Association. Funds on deposit in the Club Fund may from time to time be invested by The Club Operating Company in short term, low risk, financial instruments, until the appropriate time for payment to the respective Associations. Any investment income earned shall be included in the income of The Club Operating Company in recognition of the centralized Association Fee payment services rendered by The Club Operating Company and shall not be part of the Club Fund.

6.8 **Initial Membership Fee.** The Club Operating Company may establish a membership fee for each class of membership which The Club Operating Company may charge the respective Members upon initially applying for membership status.

Such fee may be adjusted from time to time and may be waived by The Club Operating Company. Such fee, once paid or waived, shall not be charged again with respect to the Member's initial Qualifying Interest(s) while such Member maintains continuous in good standing and full membership status in The Club. In the event the initial membership fee is to be paid over time, The Club Operating Company may reserve some or all of the benefits associated with membership in The Club until such time as the initial membership fee is paid in full.

6.9 **Additional Membership Fee.** The Club Operating Company shall be entitled to charge an additional membership fee in the event that a Member acquires additional Qualifying Interest(s).

7. **RIGHTS AND POWERS OF The CLUB OPERATING COMPANY.** The Club Operating Company shall, without limiting the other rights and powers set forth in other provisions of these Articles, have the rights and powers set forth in this Section 7.

7.1 **Evaluation of Points Allocation.** The Club Operating Company may periodically evaluate the demand by Members for the various Accommodations and Other Redemption Opportunities and thus manage the Exchange Pool through demand balancing which may cause a re-grading in terms of Points values required to reserve any particular Use Periods, seasonal classifications, Accommodations or Other Redemption Opportunities.

7.2 **Record of Members.** The Club Operating Company may maintain a record of the names of all Members, allocation of Points and the cumulative number of Points allocated.

7.3 **Amendment of Articles and Club Rules.** The Club Operating Company may amend some or all of these Articles and the Club Rules from time to time in any way in its sole and absolute discretion and such modifications shall be effective upon creation. Such changes will not, however, be effective as to an existing Member until the membership has been informed of such changes by a notice, newsletter, or similar communication or website posting by The Club Operating Company and until the date that such Member has subsequently either paid Club Dues or requested any of the transactions provided for in Section 2.2 of the Club Rules. Any amended version of these Articles or the Club Rules may be distributed to the Members by The Club Operating Company in such manner as it, in its sole discretion, deems appropriate in the circumstances.

7.4 **Right to Act Unilaterally.** The Club Operating Company may act through its officers, employees and authorized agents and representatives regarding its operation and management of The Club and in no circumstance shall it be required to first obtain either the advice or the consent of the Members. The Club Operating Company may, however, voluntarily seek the consent or advice of some or all of the Members. Any action of The Club Operating Company pursuant to the terms of these Articles, the Club Rules, any other Club Documents or otherwise shall be taken unilaterally and in its sole and absolute discretion notwithstanding the

creation of any Club Advisory Board or other groups for purposes of obtaining Member input.

- 7.5 **Unreserved Use Periods.** The Club Operating Company shall monitor the level and distribution of Use Periods in Accommodations that have not been reserved 45 days preceding the first day of the Use Period and shall exercise its discretion in the overall best interest of The Club and the Members as a whole as to the use of such unreserved Use Periods. The Club Operating Company may make such Use Periods available for rental to the Members and on an external basis, or The Club Operating Company may use such Use Periods for its own purposes, including but not limited to, inspection, promotional use, rental to support Other Redemption Opportunities and other The Club Operating Company programs or any other purpose as The Club Operating Company may determine. Provided, however, that any such rental or use shall only be permitted by The Club Operating Company if there are adequate Use Periods taken as a whole and across the Use Year to meet the needs of Members for reservations of Use Periods during such Use Year.
- 7.6 **Profit of The Club Operating Company.** The Club Operating Company has the right to make a profit with regard to its management and operations of The Club.

## 8. **LIMITED LIABILITY OF The CLUB OPERATING COMPANY.**

- 8.1 **Limitation on Liability.** In the event of any loss or damage by a Member through the use of The Club, any liability of The Club, The Club Operating Company or its respective officers, directors, shareholders, manager(s), member(s) or employees, for such loss or damage will be limited to the amount of the Club Fee paid by the Member for the Use Year in which the loss occurred. In no event shall The Club, The Club Operating Company or its respective officers, directors, shareholders, manager(s), member(s) or employees be liable for special, consequential or punitive damages. Where required by law, the limitations contained in this clause do not apply to loss or damage sustained by a Member as a result of bodily injury or fraud.
- 8.2 **No Liability for No Vacation.** The exchange membership program of The Club works on a space available, first-come first-served basis for available Use Periods in Accommodations and a first come, first served basis for Other Redemption Opportunities, subject to the exchange reservation request timelines and other procedures outlined within the Club Rules and any Reservation Advantage or other privilege given to certain classes of membership. There is no assurance to any Member that there will be an Accommodation available for the Use Period desired by such Member or, alternatively, sufficient quantities or availability of any particular Other Redemption Opportunity desired by such Member. Additionally, the Member shall not expect to reclaim, in any year, a Use Period in Accommodations covered by his or her Qualifying Interest, except in the event such Accommodation was available after following normal Club Rules to complete the exchange. The Club Operating Company shall not be liable in the event a Member is not able to make a reservation for an Accommodation or to obtain an Other



Redemption Opportunity in order to complete an exchange. This Section 8.2 does not affect any statutory rights of a Member.

- 8.3 **External Exchange Company.** The Club Operating Company shall not be liable for any representations made to Members by individuals representing any External Exchange Company or by the materials prepared by any External Exchange Company and distributed to the Members.

9. **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATIONS.**

- 9.1 **Association.** All Members must remain members in good standing of all Associations that govern their respective Qualifying Interest, as applicable. Where allowed by law, a Member may appoint The Club Operating Company as a voting representative with the authority to exercise any voting privileges in the Association which such Member may have. For this purpose, a Member shall execute any consent, designation, proxy or other documentation that may be requested from time to time by The Club Operating Company to further evidence or continue the effectiveness of such delegation.

- 9.2 **Termination of Voting Representation.** If The Club Operating Company has been appointed the voting representative of a Member, it shall serve in such capacity only until such time as the Member's membership in The Club is terminated.

10. **MISCELLANEOUS.**

- 10.1 **Construction of Articles.** The Club Operating Company shall have the sole right and authority to interpret these Articles, provided that nothing contained herein shall preclude The Club Operating Company or any Member from the right to judicial construction of any of the terms of these Articles. In the event of any conflict between the terms and provisions of these Articles and of the Club Rules, the terms and provisions of these Articles shall, in all instances, control and prevail. These Articles shall be construed in accordance with the laws of the State of Nevada. These Articles shall be interpreted liberally in favor of an interpretation which will give these Articles full force and effect. Any action brought to enforce the terms or interpret any provision of these Articles shall be exclusively brought in the Eighth Judicial District Court for Clark County, Nevada. Any Member or other Person who commences an action at law or in equity or an administrative action or proceeding against or involving The Club or The Club Operating Company shall pay their own attorneys' and paralegals' fees and all litigation and other costs incurred in connection therewith.

- 10.2 **Severability.** In the event any one or more of the phrases, sentences, clauses or paragraphs contained in these Articles should be invalid, these Articles shall be construed as if such invalid phrase or phrases, sentence or sentences, clause or clauses, and paragraph or paragraphs had not been inserted, and the remaining

provisions will therefore be valid and fully enforceable in accordance with the terms thereof.

- 10.3 **Notices and The Club Operating Company Address.** Any written notice required to be given under these Articles and the other Club Documents is to be delivered by the postal service addressed to a Member at the postal address last shown on the records of The Club Operating Company, electronically by email to said Member's email address or by posting on The Club Operating Company's Website; and to its address herein below or as may be changed by The Club Operating Company by written notification to the Members of the same. Unless otherwise stated in these Articles, every notice so given shall be effective from the earlier of the date of the mailing of such notice, email or posting, as the case may be, and such date shall be the date such notice is deemed given for all purposes.

The address of The Club Operating Company for purposes of notice hereunder shall be 1450 Center Crossing Road, Las Vegas, Nevada, 89144, or such other address as may be identified in the Club Directory.

- 10.4 **Ratification by Members.** By executing his/her/its Membership Documents, each Member shall be deemed to have ratified, confirmed and agreed to be bound by the terms and provisions of these Articles as they may be amended from time to time and, in the event of amendment, such ratification, confirmation and agreement shall be conclusively presumed by the Member's subsequent payment of Club Dues.
- 10.5 **No Recording of Articles.** Neither these Articles nor any part hereof shall be recorded in public records of any county or jurisdiction providing for the recordation of documents.
- 10.6 **Trademarks.**HVC International Club, Inc. and The Club are trademarks that may not be used without prior written permission of The Club Operating Company. Other brand names may be trademarks of their respective owners.

**EXHIBIT 2**

**The Club Rules and Regulations**



**The Club**  
**Rules And Regulations**

*June 3, 2024*

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**The Club®**  
**RULES AND REGULATIONS**

**Effective June 3, 2024**

**THESE RULES AND REGULATIONS** (the “Club Rules”) have been adopted by HVC International Club, Inc., a Florida corporation and wholly owned subsidiary of Hilton Grand Vacations Inc. (hereinafter referred to as the “Club Operator”) to govern the operation of the reservation and membership program known as “The Club”.

**ARTICLE 1**

DEFINITIONS

As used herein, defined terms shall have the meanings accorded to said terms in The Club Articles (the “Articles”).

**ARTICLE 2**

SPECIFIC RULES AND  
REGULATIONS FOR POINTS USAGE  
IN THE CLUB

**2.1        General.**

2.1.1        Purpose. These Club Rules establish the guidelines for Members regarding the use of benefits that may be offered by or through The Club from time to time. All Members of The Club shall be bound by the terms of these Club Rules upon becoming a Member.

2.1.2        Articles. Membership in the Club is governed by the provisions of the Articles adopted by the Club Operator.

2.1.3        Rule Changes. These Club Rules may be modified or amended by The Club Operator from time to time which The Club Operator, in its sole discretion, determines will be for the principal purpose of improving upon the quality and operation of the Points system and furthering the collective enjoyment of the use of Accommodations and Other Redemption Opportunities by present and future Members as a whole. All such alterations and additions shall be effective immediately upon creation. Any amended version of these Club Rules or the Articles shall be posted on The Club website, and, to the extent required, shall be distributed to the Members by The Club Operator in such manner as The Club Operator, in its sole discretion, deems appropriate in the circumstances. The Club Operator will provide the latest version of these Club Rules and the Articles to Members upon request.

## **2.2 Points.**

2.2.1 Points Based System. The Club is operated on a points-based system whereby Members may use allocated Points to request accommodations or other benefits and services available through The Club all as further described in the Articles.

2.2.2 Accommodation Point Values. The Club Operator shall periodically issue The Club Resort Portfolios and Points Directories which provide details on each of The Club Resorts and the number of Points required to make reservations at The Club Resorts. The frequency and content of these publications, postings and materials may be varied by The Club Operator from time to time.

2.2.3 Allocation of Points to Members. The allocation of Points to a Member for any Use Year shall be available for use by that Member upon the payment of the Club Dues for that Use Year. The number of Points to which a Member is entitled each Use Year shall be the aggregate of the Points values attributed by The Club Operator to that Member's Qualifying Interests. Certain restrictions may apply to the use of Points in connection with a Reservation Advantage, as determined from time to time by The Club Operator.

2.2.4 Point Use Year Use and Expiration. Except as these Club Rules, the Articles or the terms and conditions governing Other Redemption Opportunities may otherwise specifically provide, the use and occupancy of Accommodations or the obtaining of an Other Redemption Opportunity that a Member reserves with his or her periodic allocation of Points must occur during the same Use Year as the Use Year for which those Points were allocated. Points are always allocated for a specific Use Year and, subject to a Member making use of a point stretching option described in these Club Rules, unused Points will expire at the end of the applicable Use Year.

2.2.5 Point Adjustments. The Club Operator may adjust the Point values of any particular Use Periods, seasonal classifications and Club Resorts in accordance with the provisions set out in the Articles.

## **2.3 Reservations Procedures and Priorities.**

2.3.1 Reservation Requests. Reservation requests will be taken on a first-come, first-served basis. The ability to confirm a reservation is dependent upon the availability of the desired Use Periods and Accommodations or the requested Other Redemption Opportunities. There is no guarantee that any particular Member's reservation request can be fulfilled. All reservation requests are subject to the exchange reservation request timelines and other procedures outlined within these Club Rules and any applicable Reservation Advantage or other privilege given to certain classes of membership.

To increase the likelihood of success in making a reservation, Members should request a reservation as far in advance as possible and specify multiple desired locations and travel dates.



The Club Operator has established a limited membership type which only allows use of a subset of Club Resorts. Reservation requests by Members having such limited membership type can only be made in the Club Resorts listed in their applicable Membership Documents or other document pertaining to such limited membership type.

Reservation requests for a Primary Member Use Period may only be accepted by Primary Members. Guest Certificates will not be issued for Primary Member Use Periods.

2.3.2 Sufficient Points Required. Reservations may only be confirmed if the requesting Member has sufficient Points available for use in the Use Year in which the use and occupancy of the requested Accommodation or the requested Other Redemption Opportunity requested will occur. If the reservation request pertains to use and occupancy during a Use Year of which the Member does not have sufficient Points, in order to confirm the reservation the Member must create the availability of Points in the desired Use Year by undertaking either a saving or borrowing transaction pursuant to these Club Rules, or, where available, by renting or buying Points all as described later in these Club Rules.

2.3.3 Reservation Denial. The Club Operator may refuse to confirm any specific reservation request if it determines that confirming such request would be contrary to the intent of these Club Rules, or to the best interests of the Members generally.

2.3.4 Advantage Members. Any Member who has been granted a Home Resort Advantage by The Club Operator may request an exchange reservation at his or her Home Resort pursuant to such Home Resort Advantage by contacting Club Reservations in accordance with the terms established in relevant documents pertaining to the Home Resort. The Club Operator reserves the right to adopt one or more customized Home Resort Advantages with regards to each particular Club Resort or group of Club Resorts for the purpose of accommodating local laws or allowing Club participation by Members from such Club Resort(s). Such customized Home Resort Advantages may differ as to the timing of commencement and duration of the preferential reservation periods.

(a) A Home Collection Advantage or Home Collection Resort Advantage granted to a Member or group of Members of an Affiliated Collection will operate in accordance with the terms established in relevant documents pertaining to that Affiliated Collection. A Home Collection Advantage or Home Collection Resort Advantage established for one Affiliated Collection or group of Members in one Affiliated Collection may therefore operate differently from a Home Collection Advantage or Home Collection Resort Advantage established for another Affiliated Collection or group of Members either in the same Affiliated Collection or in a different Affiliated Collection. The specific terms pertaining to any Home Collection Advantage or Home Collection Resort Advantage will be set out in the Membership Documents of the applicable Affiliated Collection and/or in the Membership Documents of the applicable Member or Members in that Affiliated Collection.

(b) If a Member fails to contact The Club within the priority period of the

applicable Home Resort Advantage, Home Collection Advantage, Home Collection Resort Advantage or other Reservation Advantage to which the Member may be entitled for a particular Use Period, such Member will lose the right to make a priority reservation under such Reservation Advantage. Such Member may, however, still request the desired Use Period at his or her Home Resort or Club Resort on a non preference basis, competing with other Members.

2.3.5 Ten Month Start Window for Reservation Requests. Except for reservation requests for Use Periods in Accommodations at a Club Resort made pursuant to a Home Resort Advantage, a Home Collection Advantage, Home Collection Resort Advantage or another Reservation Advantage of the Member established in accordance with these Club Rules, no reservation request for a Use Period at a Club Resort may be made earlier than ten months in advance of the first day (or as otherwise determined by The Club Operator), of the desired Use Period. Requests for Other Redemption Opportunities will be accepted by The Club Operator in accordance with the specific guidelines and instructions published or otherwise issued to Members from time to time.

2.3.6 HGV Max Members. Members eligible to receive HGV Max Benefits are referred to as “HGV Max Members”. Persons may become HGV Max Members as described below:

(a) Initial Membership – Persons who purchase a timeshare interest from an HGV Max authorized sales center and join The Club after the launch of HGV Max shall automatically receive HGV Max benefits.

(b) Additional Purchase – Persons who were Members of The Club prior to the launch of HGV Max, and upgrade their timeshare interest or otherwise purchase additional Points shall automatically receive HGV Max benefits.

Members who obtain HGV Max benefits by means of an additional purchase as described in items (a) and (b) above shall be grandfathered into certain benefits and programs of The Club benefits and programs and may be referred to as “HGV Max Legacy Members”.

Members who do not qualify for HGV Max benefits may be referred to as “The Club Legacy Members”.

HGV Max Members, HGV Max Legacy Members, and The Club Legacy Members are all Members of The Club or “Members”.

HGV Max is not available to persons who acquire a timeshare interest with membership in The Club via the secondary resale market. The Club Operator may in its sole discretion allow HGV Max benefits to be extended to ownership interests acquired via the secondary resale market provided the owner of such resale interest also acquires a new

ownership interest directly from Hilton Grand Vacations and such purchase meets the minimum purchase requirements in place at that time. If such resale interest is determined eligible for HGV Max benefits, points allocated to such interest shall not be calculated in determining the Member's HGV Max Tier level.

HGV Max benefits are personal to the member and may not be transferred, sold or used for any commercial purpose. HGV Max benefits are non-transferable and may not be bartered, sold or exchanged, provided such restrictions do not apply to any person acquiring an ownership interest through inheritance or gift from an immediate family member.

HGV Max benefits are available upon qualification and cease immediately upon disqualification.

2.3.7 HGV Max Benefits. A member who qualifies for or has been granted HGV Max benefits may receive the following additional benefits:

(a) Reservations at Hilton Grand Vacations Club and Embarc Resorts: At six months prior to the desired check-out date, HGV Max members may utilize Points to request an exchange into any HGVClub® resort available within the exchange program known as Hilton Grand Vacations Club or any Embarc resort available within the exchange program known as Extraordinary Escapes. HGVClub resorts are those resorts for which membership in Hilton Grand Vacations Club program is a condition of ownership and Embarc resorts are those resorts that are component sites of the Embarc Collection and that carry the Embarc name. Minimum night stays vary by resort and select resorts are not available until 60-90 days before check-in or check-out.

Reservations at HGVClub and Embarc resorts may only be used by the Member and their guests and may not be exchanged, rented, transferred or sold. Cancellation of an HGV Max reservation at a HGVClub resort is subject to the cancellation policy of the Hilton Grand Vacations Club exchange program and HGV Max reservations at Embarc resorts are subject to the cancellation policy of Extraordinary Escapes.

(b) Membership in Hilton Honors with Associated Conversion Options. HGV Max Members shall be enrolled in the Hilton Honors program. If a Member sells or transfers their timeshare interest and their Membership terminates, any Hilton Honors privileges, including tier status, granted solely in connection with HGV Max membership shall automatically expire. One upgraded Hilton Honors account may be established per Member account.

On an every-other-year basis, prior to the end of the year HGV Max Members may convert any or all of the next year's allotment of Points into Hilton Honors points at then current ratio for a fee. Certain HGV Max Members have the option to convert Points into Hilton Honors points on an annual basis. The conversion ratio as of publication of these rules is 1 Point for 16 Hilton Honors points. For example, 5,000

Points = 80,000 Hilton Honors points. Points will be deposited into the Member's Hilton Honors account the first week of January of the following year.

Conversion rates are subject to change without notice. A conversion fee applies. Once Points are converted to Hilton Honors points, the transaction is final and Hilton Honors points may not be converted back to Points. Converted points are then subject to the Hilton Honors Program Terms and Conditions and all transactions using Hilton Honors points must be made by contacting Hilton Honors Reservations. Please refer to the Hilton Honors Program Terms and Conditions for further details governing the Hilton Honors program.

Ownership interests held by an HGV Max member sold with a term of ten years or less will not automatically receive elevated Hilton Honors status level, may not convert Points to Hilton Honors points and have no automatic protection of Hilton Honor point expiration.

(c) Hotel Discount. Discounted room rates at participating hotels and resorts within the Hilton Portfolio. HGV Max Members must be present at check-in and for the duration of the stay. Subject to availability and may not be combined with any other discount including discounts offered to Hilton Honors members.

(d) Rideshare Credit. An annual rideshare credit is available for transportation to and from select resorts and local destination airports in the US for Premier + and higher tier levels. Rideshare credit limited to the provider selected by the Club Operate. Credit only available in connection with a reserved stay by the member. Credit may not be transferred or assigned. Credit not redeemable for cash and unused credits not redeemed by the end of the year shall expire. Use of rideshare and related credit is subject to the terms of the rideshare program.

(e) Resort Credit. HGV Max Members with Premier+ or Centum+ tier status may receive one \$100 resort credit annually for use towards eligible purchases at participating Hilton Grand Vacations owned and operated retail locations at HGVClub affiliated resorts and are subject to change and seasonal operating hours. Credit not valid toward parking, upgrade fees, taxes or other expenses. Eligible The Club Premier+ or Centum+ Members named on the HGV Max Member Club account must be staying on the resort reservation to be eligible to apply for the resort credit; the resort credit cannot be used outside a reserved stay or in connection with Guest Certificate stays. Any unused resort credit expires at the end of the year. The resort credit is non-exchangeable and non-refundable and is applied in USD or equivalent in local currency based on exchange rate at time of checkout.

(f) Open Season Rental. HGV Max members may rent reservations for any resort accommodations available within HGVClub, The Club and EE (subject to the certain exclusions) by paying the applicable Open Season rental rate during a period of time referred to as the "Open Season Reservation Window." The Open Season Reservation Window occurs 30 days prior to the check-out date through one day prior

to check-in. Reservations may not be changed and the standard cancellation policy applies. Minimum two night stay is generally required and check-in dates may be restricted. Open Season reservations at different properties for the same or overlapping dates are not permitted. Open Season rental rates are per night and must be paid in full at time of confirmation. Open Season rental reservations are available to Members for their personal use only (no guest certificates allowed).

(g) Open Season Credit: HGV Max Members in the Preferred, Preferred+, Premier, Premier+ and Centum+ tiers receive an Open Season Credit annually, which can be applied toward an Open Season rental reservation at participating resorts at the time of booking. The Open Season Credit applies to the specific calendar year in which it is granted and can be redeemed for reservations with an arrival prior to December 31 of the current year. Any Open Season Credit awarded in a calendar year but not used shall expire at the end of that year. No cash refund or other credit will be issued for any portion of an unredeemed or partially used Open Season Credit. The Open Season Credit is non-transferable and nonrefundable and is applied in USD or the equivalent local currency based on the exchange rate at the time of booking.

(h) Accommodation Upgrade. At the time of booking, members may be eligible to upgrade the accommodations by one unit type for a fee. Fees and permitted number of upgrades per night vary by tier level.

(i) Additional HGV Max Terms. HGV Max benefits are subject to availability and may be offered for limited or trial terms. HGV Max benefit tier levels, services, rules and qualification criteria may change, be suspended or terminated at any time at the sole discretion of Hilton Grand Vacations with or without notice. There is no cash value or redemption available for unused benefits. Additional benefits and services may be offered from time to time to HGV Max Members

All interpretations of rules concerning HGV Max shall be at the sole discretion of Hilton Grand Vacations. Hilton Grand Vacations reserves the right to suspend or terminate HGV Max benefits for any Member who violates any club program rules, is not a Member in good standing or who appears to be using HGV Max in a manner inconsistent with the terms of the program, including dishonest conduct, circumvention of rules, fraud or theft. The HGV Max program has no pre-determined termination date and may continue until such time as Hilton Grand Vacations decides to terminate the program at any time with or without notice.

2.3.8 The Club Operator may make available Use Periods of durations less than seven days at certain Club Resorts to the extent such action is consistent with the efficient management of the Exchange Pool and acceptable to the respective Association.

2.3.9 A Member who has assigned or made Use Rights available to The Club attributable to more than one Qualifying Interest may aggregate the Points periodically allocated to such Member for the purpose of making reservations for Use Periods in

Accommodations or for Other Redemption Opportunities. A Member may make as many reservations as necessary to utilize all of the Points available to such Member in the respective Use Year.

2.3.10 Transaction Fees. The Club Operator may charge a reservation fee, a cancellation fee, a guest certificate fee and other fees with respect to each reservation made by a Member.

## **2.4 Point Stretching.**

2.4.1 Borrowing Points. Members may borrow some or all of their future allocation of Points from the Use Year immediately following the Use Year for which the Member desires to use such borrowed Points. The Points then available to the Member for reservation purposes in the desired Use Year will be increased by the number of Points so borrowed. After the borrowing transaction has been effected, the number of Points available to the Member in the immediately following Use Year will be reduced by the number of Points so borrowed.

In order for a Member to complete a borrowing transaction, that Member will be required to make a deposit against future Club Dues and assessments to be levied by the applicable Association with respect to the Points to be borrowed and pay any borrowing fee charged by The Club Operator. Once a Member has notified The Club Operator of an intention to borrow Points, the instruction may not be canceled. Borrowed Points will expire if not utilized to make a reservation in the Use Year for which the borrowing transaction occurred. Borrowed Points must be used in the year borrowed and may not be carried forward. The only exception shall be reservations against expired or expiring Points granted by The Club Operator as a special concession.

2.4.2 Saving Points. The Club Operator may, in its sole discretion, publish or post on its website procedures to save Points, together with a series of deadlines for the saving of Points and the percentage of Points which may be saved up to each deadline. The Points available to the Member for reservation purposes in the immediately following Use Year will be increased by the number of Points which have been carried forward by saving under this rule. Points which have been carried forward for use in the immediately following Use Year must be used in that Use Year and may not be carried forward to subsequent Use Years.

2.4.3 Suspension of Borrowing or Saving. The Club Operator may effect a temporary suspension of either saving or borrowing or both if it considers such action to be necessary to preserve the general integrity of the system. The Club Operator shall reintroduce the suspended Club feature as and when, in its sole discretion, The Club Operator deems it appropriate to do so.



## 2.5 Cancellations, Alterations and No Shows.

2.5.1 Point Loss. Unless covered by a reservation protection plan purchased by Member, cancellation of a confirmed reservation will result in the percentage loss of the Points used to make such reservations as follows and may also result in imposition of a cancellation fee:

<b>Notification of Cancellation</b>	<b>Point Value credited to account</b>
91–365 days prior to the commencement of the Use Period or the designated date for obtaining the Other Redemption Opportunity (“Start Date”)	100%
61-90 days prior to the Start Date	75%
14-60 days prior to the Start Date	50%
0-13 days prior to the Start Date	None

2.5.2 No Reservation Circumvention. If a Member cancels a confirmed reservation, a similar reservation may not be subsequently re-booked as a late availability space reservation or as a Discounted Other Redemption Opportunity at the applicable discount of the normal Point value for that Use Period in such Accommodation or for that Other Redemption Opportunity. For this purpose, a similar reservation for Accommodations will be a reservation which is in the same geographical region as that cancelled by the Member and for which the Use Period reserved commences within 14 days of the commencement of the cancelled Use Period and a similar reservation for an Other Redemption Opportunity will be determined by The Club Operator, in its reasonable discretion, on a case by case basis. If a Member is identified as having broken this rule, an adjustment may be made retrospectively by The Club Operator to the Member’s Point account in the same Use Year, or for a subsequent Use Year, to charge the full Point cost of the reservation.

2.5.3 Club Bonus Time Reservations. Club Bonus Time reservations cancellations will be handled in accordance with the applicable offer; unless otherwise specified in the offer, there will be no penalty if a Member cancels 48 hours or more in advance of the arrival date for that reservation. Should a Member cancel a Club Bonus Time reservation less than 48 hours in advance of arrival, the Member will be penalized at a cost of one night’s room stay including applicable taxes.

2.5.4 Late Arrivals. Arrival and departure must comply with established check-in and check-out restrictions at the resort. A Member who intends to check in at the Club Resort after the arrival day and check-in time designated on the confirmed reservation must contact the check-in desk at the Club Resort prior to the commencement of that Use Period

to state that such Member will be arriving subsequent to such designated arrival day or risk forfeiting the reservation. A Member who intends to obtain an Other Redemption Opportunity on a day other than that designated in the confirmed reservation therefor must contact the provider thereof (as indicated on the confirmed reservation) prior to the Member's new date for obtaining said Other Redemption Opportunity or the designated date, whichever is earlier, or risk forfeiture of the reservation. The Members recognize that in the case of Other Redemption Opportunities, they may not be able to change the date for obtaining their reserved Other Redemption Opportunity.

2.5.5 No Shows. Members who fail to check in by midnight of their designated check-in day and who have not notified the Club Resort of their late arrival prior to the scheduled check-in time for the Use Period for which they have been issued a confirmed reservation or who fail to take up the confirmed Other Redemption Opportunity (or who arrive late and do not comply with Section 2.3.4) will forfeit 100% of the Points used to make the reservation for that Use Period or for that Other Redemption Opportunity, as the case may be, and may be subject to a no-show fee.

2.5.6 Cancellations by Club Operator. The Club Operator shall be entitled to cancel reservations in respect of any Other Redemption Opportunity for any reason whatsoever, or in respect of Accommodations in any Club Resort that ceases to be a Club Resort or becomes unsuitable for Member use, for any reason whatsoever. In such an event, The Club Operator will give as much prior notice as possible to Members affected and will use its reasonable efforts to offer suitable alternative reservations. If any such cancellation by The Club Operator shall be made during the same Use Year as such cancelled Accommodation or Other Redemption Opportunity was to be used/obtained, the affected Member shall have the Points attributable to such cancelled reservation reinstated and such Member may save the reinstated Points for use in the following Use Year, irrespective of the time of year in which the Points are carried forward. Provided, however, if The Club Operator has confirmed a reservation to a Member for a Use Period in Accommodations or for an Other Redemption Opportunity that are made uninhabitable or unavailable by casualty, governmental taking, natural disaster, or act of God, or other reason beyond its control, The Club Operator shall have no obligation to provide that Member with an alternative reservation for that Use Year and that Member waives any and all claims against The Club and The Club Operator. However, The Club Operator shall use reasonable efforts to confirm an alternate reservation during the same or the following Use Year. The Accommodations and/or Other Redemption Opportunities which may be available under such circumstances may be limited or restricted.

## **2.6 Payment of Club Dues and Fees.**

2.6.1 Annual Payment. Club Dues are due on an annual basis or at such time as The Club Operator may determine and Members must have paid the Club Dues in full, together with all Association Fees not included within Club Dues in respect of all Qualifying Interests owned for a Use Year, in order to be able to request a reservation in such Use Year.

2.6.2 Pre-Payment Required for Future Use. In the event that a Member requests



a reservation within an appropriate reservation window but the use and occupancy of the Accommodation during the reserved Use Period or the date of obtaining the requested Other Redemption Opportunity shall occur in the next succeeding Use Year, The Club Operator may require payment of the estimated Club Dues for such next succeeding Use Year prior to issuing a confirmed reservation. The Club Operator shall determine the estimated Club Dues for any subsequent Use Year.

In order to borrow Points from any Use Year for use in the immediately preceding Use Year, a Member will be required to pay all or a portion of the estimated Club Dues for the Use Year from which Points will be borrowed. The amount of the estimated Club Dues and the portion to be paid will be determined by The Club Operator.

In the event that the estimated Club Dues charged to the Member in are lower than the actual Club Dues published by The Club Operator, the Member will be required to pay the amount of the difference within 30 days of the due date in order to remain a Member in good standing. In the event that the estimated Club Dues charged to the Member are higher than the actual Club Dues published by The Club Operator, the Member's account will show a credit but The Club Operator will not be obligated to refund the difference.

If, in collecting the payments in advance as described herein, The Club Operator receives sums on behalf of any Association in respect of Association fees, such amounts shall be remitted to the appropriate Association in accordance with any statutory obligation or agreement between The Club Operator and the respective Association.

2.6.3 Failure to Pay Club Dues. If a Member has not paid his or her Club Dues as of the date due, the Member shall be deemed delinquent and his or her membership rights may be suspended and the Member may be charged a late fee. A delinquent or suspended Member will not be allowed to make reservation requests, receive reservation confirmations, or check into any Club Resort Accommodations or obtain any Other Redemption Opportunity until Club Dues, including any other fees payable by the Member, have been paid in full and, in the case of a suspended Member, the suspension has been lifted by The Club Operator pursuant to the Articles. Under certain circumstances, failure to pay Club Dues may result in immediate termination of the Club membership.

2.6.4 Check-in Requirements; Additional Property Charges. At time of check-in, Members and guests staying in separate units must present a valid government issues photo identification. A major credit card and copy of the confirmed reservation (and Guest Certificate if applicable) is required. Persons checking in and presenting identification for the stay must also be staying at the resort during the stay. Some resorts may place a hold on guest's credit card for incidental charges incurred during a stay. The Club Operator will use its best efforts to advise Members in advance of additional charges they may face in visiting any particular Club Resort or in using any particular Other Redemption Opportunity, where such charges are not incurred as a consequence of the actions of the Member or at the Member's specific request (long distance telephone charges would be an example of an additional charge resulting from the actions of a Member for which The Club Operator

would not advise the Member in advance). A Member may be subject to a housekeeping fee at a Club Resort during such Member's Use Period if the services requested by that Member exceed the housekeeping services provided.

2.6.5 Currency. Club Dues shall be payable in currency designated by The Club Operator. All exchange rates shall be determined by The Club Operator where payment is made in another currency but accepted by The Club Operator.

## **2.7 Member Rentals/No Commercial Use.**

2.7.1 A Member is not prohibited from periodically renting a reserved Accommodation or the reserved Other Redemption Opportunity; provided; however, the use for commercial purposes or for any other purpose other than the personal use of the Member or the Member's immediate family and guests personally known and acquainted with the Member is prohibited. Immediate family member for purposes of these Club Rules includes the Member's parents, children, grandparents, grandchildren and siblings. Use by a member of public or online advertising to seek renters shall be deemed a prohibited commercial use. Failure to abide by this restriction may result in immediate cancellation of the applicable reservation(s) (without refund or credit), suspension of reservation privileges, denial of access to any confirmed reservations, denial of guest certificate issuance, or denial, suspension or restriction on other products or services offered through The Club and limitations on the number or type of transactions by a Member. Reservations booked through third party exchange, travel holiday clubs or any third-party rental or exchange site not affiliated with The Club, including but not limited to AirBnB, VRBO, HomeAway, eBay, Craigslist, or similar may be denied by The Club Operator in its sole discretion.

2.7.2 Members who are primary developers of Club Resorts (that is, members of the Hilton Grand Vacations group of companies) and providers of Other Redemption Opportunities are specifically exempted from this restriction, and are entitled to use their reserved Accommodations and reserved Other Redemption Opportunities for promotional, rental, or other commercial purposes.

2.7.3 Subject to the restrictions in Sections 2.5.1 and Article 4, no prior approval is required from The Club Operator for the Member to periodically rent or allow another party to use an Accommodation or an Other Redemption Opportunity after Member has obtained a confirmed reservation. However, such Member is obligated to inform Club Reservations, the Club Resort front desk or the provider of the Other Redemption Opportunity, as the case may be, of the names of such guests, family members, or renters prior to the day of check in or the designated day for first obtaining the Other Redemption Opportunity, as the case may be, and the Member will be responsible for the acts or omissions of such parties, including the failure to pay charges incurred at the Club Resort or with respect to the Other Redemption Opportunity.

## **2.8 External Exchange.**

2.8.1 The Club Operator reserves the right to approve one or more External Exchange Companies to provide additional exchange services to Members. The use of any External Exchange Company without the approval of The Club Operator is prohibited.

2.8.2 Members may be automatically enrolled as a member of an external exchange service for each year of membership in The Club that coincides with the term of the agreement with the External Exchange Company as set forth in the relevant Membership Documents.

2.8.3 The use of any External Exchange Company is subject to the payment of any Club Dues and Other Charges owing to The Club Operator and any fees payable to the External Exchange Company.

2.8.4 The use of any External Exchange Company is subject to the operating policies and procedures agreed upon from time to time between The Club Operator and External Exchange Company.

**2.9 Use of Accommodations by HGVClub.** Beginning 6 months prior to the check-out date, accommodations at a Club Resort may be made available to members of HGVClub (operated by Hilton Grand Vacations Club) who have enrolled in HGV Max benefits through the HGVClub program.

**ARTICLE 3**  
OCCUPATION OF  
ACCOMMODATIONS AND OTHER  
USE OF OTHER REDEMPTION  
OPPORTUNITIES

3.1 Compliance with Property Rules and laws. Each occupant of an Accommodation and each user of an Other Redemption Opportunity shall comply at all times with the provisions of all internal rules and local regulations of the Club Resort; all rules and regulations applicable to the use of the Other Redemption Opportunity; and all laws, statutes and regulations of the local, municipal, county and state jurisdictions in which the Accommodations or Other Redemption Opportunity, as the case may be, is/are located or is/are otherwise applicable to the Other Redemption Opportunity.

3.2 Use Restrictions. Use and occupancy of each Accommodation and use of each Other Redemption Opportunity shall be strictly in accordance with the provisions of the Articles and these Club Rules. Members and their guests may not use resort property benefits or services except during a confirmed stay. If a Member cannot comply with restrictions established by a resort for which the Member has a confirmed reservation, the Member is responsible for contacting the resort to request special arrangements, if available. However, resorts have no obligation to accommodate special requests. No more than twenty-nine (29) consecutive nights may be booked in the same accommodations.

3.3 Occupancy Restrictions. Each resort establishes occupancy restrictions for specific accommodations. Information concerning the recommended and maximum number of occupants per unit type, available check-in days and restrictions on the minimum number

of nights per reservation is available at club.hiltongrandvacations.com. Failure to abide by occupancy restrictions may result in additional charges or denial of access.

3.4 Room Inspection. For the safety of all guests and employees, if a suite/room has a “do not disturb” sign hung for more than forty-eight (48) hours, the suite/room may be entered and visually inspected.

3.5 No Harassment. The Club Operator strongly supports a harassment-free workplace. Abusive verbal or written communications from Members to employees, or the employees of subcontractors, agents or representatives will not be tolerated and may result in limitation or suspension of membership service privileges.

3.6 Prohibited Transactions. Any Member or guest: (1) identified on the list of “Specially Designated Nationals or Blocked Persons” maintained by the U.S. Department of the Treasury’s Office of Foreign Assets Control; (2) is subject to an embargo or economic or trade sanctions by the United States government, (3) is acting on behalf of a government of any country that is subject to such an embargo; or (4) involved or otherwise engaged in transactions with countries subject to economic or trade sanctions imposed by the United States government, is subject to immediate suspension and/or termination of membership.

The Club Operator and each resort made available through The Club reserves the right to restrict or prohibit use of accommodations to any person deemed a safety or security risk.

3.7 Vacating/Departure. Each Accommodation shall be vacated by the occupants at the expiration of the relevant Use Period and all personal property belonging to the occupants shall be removed. Accommodations shall be left in a good, clean and sanitary condition. Each Other Redemption Opportunity shall, if appropriate, be vacated or returned at the end of its period of use by the users thereof and shall be vacated and/or returned in the condition required by the terms of use thereof. Each occupant/user shall comply with such procedures for reporting such occupant’s/user’s departure from any Accommodation or return/departure of/from any Other Redemption Opportunity and for discharging any bills that may have been incurred during the occupancy.

3.8 No Damage. No occupant shall damage, interfere with or do anything likely to lower the value or attractiveness or appearance of any Accommodation, of any of the common areas or of any furnishings, fixtures or fittings therein or of any Other Redemption Opportunity. Any damage will be billed as Other Charges.

3.9 No Alterations. No Accommodation or the common areas or the fixtures, fittings, furnishings or other equipment of any Accommodation or any other common areas nor any part of, or area adjacent to, any Other Redemption Opportunity shall be altered or damaged. Any damage will be billed as Other Charges.

3.10 Prohibited Conduct. No occupant shall do or permit to be done anything in an

Accommodation or in or to any Other Redemption Opportunity which shall be or tend to be a nuisance or annoyance to any other person lawfully entitled to enjoy the applicable Club Resort at any time or Other Redemption Opportunity, or engage in conduct determined by The Club Operator to be unbecoming a Member of The Club, or commit waste or do any act or introduce any substance or thing which might violate any policy of insurance or require an increased premium to be paid for the same. No occupant shall use any Accommodation or permit the same to be used for any purpose whatsoever other than as a temporary private vacation home occupied by no more than the published maximum number of persons. No user shall make any use of an Other Redemption Opportunity other than such use as is expressly permitted or contemplated by such Other Redemption Opportunity. The occupants of Accommodations and the users of Other Redemption Opportunities shall not make use thereof for any purpose from which a nuisance can arise to other occupiers/users of adjoining space or for any illegal or immoral purpose whatsoever or for the purpose of any trade, business, profession or manufacture, including commercial rentals. Nor shall any Member own or control a website with content pertaining to The Club, the Club Resorts, The Club Operator or any member of the Hilton Grand Vacations group of companies without the express permission of The Club Operator.

3.11 No Pets. No occupant/user shall keep any animal, bird, fish or other livestock in or upon any Accommodation or Other Redemption Opportunity, except such animals that assist persons with disabilities, e.g., seeing eye dogs, pursuant to the rules and regulations of the individual Club Resorts and Other Redemption Opportunities.

3.12 Additional Use Restrictions. As to Accommodations and those Other Redemption Opportunities, the following additional rules shall apply:

3.12.1 The windows of any Accommodation or Other Redemption Opportunity shall not be darkened or obstructed other than by the use of the curtain material or internal blinds provided.

3.12.2 Except for Accommodations where expressly permitted, clothes or other articles shall not be hung or exposed anywhere outside any Accommodation or any Other Redemption Opportunity or in any position visible from outside the building in which the Accommodation or Other Redemption Opportunity is located.

3.12.3 No occupant shall throw dirt, garbage, rags or any other deleterious material from the windows or balconies of any Accommodation or Other Redemption Opportunity, or deposit such items into sinks, bathtubs, toilets and other pipes or conduits of any Accommodation or Other Redemption Opportunity.

3.12.4 No occupant shall allow any music or singing whether by instrument or voices, radio, television or other means in any Accommodation or in any Other Redemption Opportunity so as to cause nuisance or annoyance to any other occupier of adjoining space and in particular so as not to be audible outside the Accommodation or Other Redemption Opportunity between 11:00 p.m. and 9:00 a.m. or during other times that may be

designated by the Resort Management Company or the provider of the Other Redemption Opportunity.

3.12.5 No occupant shall obstruct the private roadway, passageways or pedestrian walkways or disabled access points serving the Accommodation or Other Redemption Opportunity nor use them for any other purpose than for access to or egress from the Accommodation or Other Redemption Opportunity which the occupant is entitled to use.

3.12.6 No occupant shall store in any Accommodation or Other Redemption Opportunity or near thereto any inflammable or explosive material.

3.12.7 No occupant shall display any signs, advertising, banners, flags or the like.

## **ARTICLE 4**

### **GUEST CERTIFICATES**

4.1 Reservation confirmations may be used only by the Member or Associate who receives the confirmation unless use of the confirmation is given to another person through the issuance of a Guest Certificate, who shall be deemed to be the licensee of the Member and for whose acts and omissions the Member shall continue to be responsible. A Guest Certificate may be in either paper or electronic form. In the event the Member confirms more than one unit with dates that overlap within the same period, a Guest Certificate must be added to the additional reservation(s).

4.2 A Guest Certificate may be requested only by a Member who either has received a confirmation or is requesting a reservation. The Club Operator reserves the right to limit the number of Guest Certificates per Member per Use Year. Changes to the guest listed on a guest certificate may be limited to no more than one change per booking for high season, peak or when multiple reservations are booked for overlapping periods of time.

4.3 Individuals under the age of eighteen (18) are not eligible to use a Guest Certificate.

4.4 Guest name and contact information may be required within 48 hours of booking for reservations during peak travel, special events or in connection with reservations with overlapping stay dates. Guests will be required to present valid government issued photo identification and a major credit card upon check-in.

4.5 A fee for each Guest Certificate may be charged in accordance with the fee levels established by The Club Operator from time to time.

4.6 The Member requesting a Guest Certificate is responsible for payment of any expenses incurred as well as any damages caused by his or her guest(s) staying in the Accommodation, and for the replacement of any items missing from such Accommodation.

4.7 Additional persons may accompany the Guest Certificate recipient provided that the number of persons does not exceed the maximum occupancy of the confirmed accommodation type designated on the reservation confirmation.

4.8 The use of a Guest Certificate is subject to any and all conditions or limitations that may be imposed thereon by The Club Operator from time to time.

4.9 The Club Operator reserves the right to terminate the membership status of any Member(s) and to revoke any issued Guest Certificate(s), if any of the above conditions are breached.

## ARTICLE 5

### MISCELLANEOUS

5.1 Inventory Management. To effectively manage the inventory in the Exchange Pool, The Club Operator may:

5.1.1 Discount the Points normally required for some or all resort offerings for late availability space and Other Redemption Opportunities as The Club Operator deems expedient or prudent; or offer varying Points discounts if The Club Operator considers that inventory utilization may be increased or The Club Operator considers that such action is necessary or beneficial to the overall management of the Exchange Pool,

5.1.2 Reserve available Use Periods in Accommodations during the final 45 days preceding the first day (or last day, as determined by The Club Operator) of the Use Period and obtain Other Redemption Opportunities. Where The Club Operator determines, in its reasonable judgment, that the Members will not or may not be making use of these Use Periods and that there will be adequate accommodations for the Members for said Use Year, the Club Operator may reserve them for its own purposes, including but not limited to, inspection of the respective Club Resort, promotional use, rental or any other purpose which The Club Operator determines. The Club Operator shall incur no cost for the occupancy and use of the Accommodations used under this rule.

5.1.3 When a Member exchanges their Points for benefits or services other than Club Resort accommodations, such as cruised, hotel accommodations or similar, the Club Operator must pay the third party for the Member's use thereof. As such, the Club Operator, in its sole discretion, may rent or otherwise use the accommodations at Club Resorts to cover the cost of such

third-party benefits and services.

- 5.1.4 In using or renting accommodations as described above, the Club Operator may use historical reservation data to forecast the accommodations projected to remain unused by Members or to be used by Members for other benefits and services requiring monetization by the Club Operator and rent such accommodations prior to the start of any applicable reservation window for Members in order to maximize occupancy levels at the property.
- 5.2 Club Operator Discretion. Any action of The Club Operator pursuant to the terms of these Club Rules, the Articles or any other Club Documents shall be taken unilaterally and in its sole discretion.
- 5.3 Waiver of Rules. The Club Operator may waive or suspend any of these Club Rules on a case by case basis in the actual operation and management of The Club to the extent determined reasonable by The Club Operator. One or more of these Club Rules may not apply to certain classes of Members, as more particularly described in the Membership Documents or other documents pertaining to that class of Members.
- 5.4 Taxes and Fees. In certain instances upon check-in to an affiliated Club Resort, additional taxes, surcharges, and fees may be required to be paid as a condition of stay in accordance with applicable local, county, state or other governmental mandates. Such taxes, surcharges, and fees shall be the Member's responsibility for payment in accordance with such jurisdictional laws.
- 5.5 Restriction on use of Materials. All names, logos, trademarks, service marks, trade dress and trade names of The Club are proprietary to the Club Operator and may not be used by anyone for any purpose, without the prior express written consent of the Club Operator. All materials contained at hiltongrandvacations.com including content and imagery are copyrighted property. No material from these sites or any website owned by The Club Operator or its affiliates, may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. The use of any such material is prohibited.
- 5.6 Employee Members. Members who are also employees of the Club Operator or its affiliated entities are bound by both these rules. Employees are prohibited from accessing internal systems directly for membership privileges and benefits and must call the Club or utilize the hiltongrandvacations.com for all purposes related to their membership account.
- 5.7 Discounts. Members may be eligible for discounted products or services offered by the Club Operator, its affiliates or third parties from time to time. Offered discounts and use restrictions or terms may vary based upon membership level or status, date of offering or other factors. Discounts may be changed, discontinued or suspended



without notice.

- 5.8 Third-Party Services. Select services and benefits made available through the Club, including but not limited to cruise services and hotel accommodations, may be operated, owned, managed and/or marketed by third parties outside the control of the Club Operator. These benefits and services are separate and distinct from The Club, and its affiliates, and are subject to separate terms and conditions. The Club Operator may suspend, alter or terminate any such third-party services and benefits at any time. The Club Operator is not responsible, and assumes no liability, for changes or discontinuances of any third-party service or product(s) offered or available through The Club. The Club Operator may share personal information about Members with such third parties so that such third parties may provide Members services, products and benefits to Members, or the Club Operator or its affiliated entities. For more information about the privacy policies of The Club or the Club Operator, go to [hiltongrandvacations.com/privacy-policy](http://hiltongrandvacations.com/privacy-policy).
- 5.9 No Liability. The Club Operator and its affiliates, including each of their officers, directors, employees and agents shall have no liability to Members or their guests for any loss, injury or damage, including death, occurring as a result of the Member, a resort, or The Club's action or failure to act or otherwise related to any use or failure to use any benefits or services available through Club membership including any third party services or benefits made available to Members. Any liability will be limited to the fees paid for the specific service or benefit, if any. The Club Operator is not liable or responsible for a Member's failure to make beneficial use of their Points or to receive a specific reservation.



## **EXHIBIT 3**

### **Statement of Key Operating Statistics**



**DIAMOND RESORTS INTERNATIONAL CLUB, INC.**  
ORLANDO, FLORIDA  
STATEMENT OF KEY OPERATING STATISTICS  
YEAR ENDED DECEMBER 31, 2023



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## INDEPENDENT ACCOUNTANTS' REPORT

The Board of Directors  
of Diamond Resorts International Club, Inc.  
Orlando, Florida

We have examined the accompanying statement of key operating statistics and the related notes of Diamond Resorts International Club, Inc., a wholly owned subsidiary of Diamond Resorts Corporation, for the year ended December 31, 2023. Diamond Resorts International Club, Inc.'s management is responsible for the accompanying statement of key operating statistics that is required to be submitted by the Time-Sharing Acts of the States of Arkansas, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Indiana, Iowa, Maryland, Massachusetts, Mississippi, Missouri, Nebraska, Nevada, New Mexico, North Carolina, Oregon, Rhode Island, Tennessee, Texas, Virginia and West Virginia (collectively referred to as the "States"), as described in Note 2. Our responsibility is to express an opinion based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the statement of key operating statistics is in accordance with the criteria, in all material respects. An examination involves performing procedures to obtain evidence about the statement of key operating statistics. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of the statement of key operating statistics, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

As described in Note 2, the Statement of Key Operating Statistics was prepared for the purpose of complying with the rules and regulations of the Time-Sharing Acts of the States and is not intended to be a presentation of Diamond Resorts International Club, Inc.'s financial position.

Our examination does not provide a legal determination on Diamond Resorts International Club, Inc.'s compliance with rules and regulations of the Time-Sharing Acts of the States. It is the responsibility of Diamond Resorts International Club, Inc. to determine its compliance with the Time-Sharing Acts of the States.

In our opinion, the statement of key operating statistics for the year ended December 31, 2023, presents, in all material respects, the information required to be set forth therein by the Time-Sharing Acts of the States.

This report is intended solely for the information and use of the Board of Directors and management of Diamond Resorts International Club, Inc., Diamond Resorts Corporation and the States, in connection with meeting the disclosure requirements of the Time-Sharing Acts of those states, and is not intended to be and should not be used by anyone other than the specified parties.

A handwritten signature in cursive script that reads "Myers, Brettholtz &amp; Company, PA".

MYERS, BRETTTHOLTZ & COMPANY, PA  
Fort Myers, Florida  
May 15, 2024

DIAMOND RESORTS INTERNATIONAL CLUB, INC.  
STATEMENT OF KEY OPERATING STATISTICS  
FOR THE YEAR ENDED DECEMBER 31, 2023

The number of purchasers enrolled in the exchange program at year-end.	187,675
The number of accommodations and facilities that have affiliation agreements with the exchange program at year-end.	145
The percentage of confirmed exchanges for the year, which is the number of exchanges confirmed by the exchange program, divided by the number of exchanges properly applied for.	98.1%
The equivalent number of time-share periods for which the exchange program has an outstanding obligation to provide an exchange to a purchaser who relinquished a time-share period in exchange for a time-share period in any future year.	33,797
The number of exchanges confirmed by the exchange program during the year.	268,487

**THE PERCENTAGE OF CONFIRMED EXCHANGES PRESENTED ABOVE IS A SUMMARY OF THE EXCHANGE REQUESTS ENTERED WITH THE EXCHANGE PROGRAM IN THE PERIOD REPORTED, AND DOES NOT INDICATE THE PROBABILITY OF PURCHASERS BEING CONFIRMED TO ANY SPECIFIC CHOICE OR RANGE OF CHOICES, SINCE AVAILABILITY AT INDIVIDUAL LOCATIONS MAY VARY.**

Read Independent Accountants' Report.  
The accompanying notes are an integral part of these statements.



DIAMOND RESORTS INTERNATIONAL CLUB, INC.  
NOTES TO STATEMENT OF KEY OPERATING STATISTICS  
DECEMBER 31, 2023

**NOTE 1 - DESCRIPTION OF THE EXCHANGE PROGRAM**

Diamond Resorts International Club, Inc. (“The Club”), a Florida Corporation formed on April 17, 1998, is an exchange company offering an exchange program and related travel benefits to owners of time-share interests at resorts that are affiliated with The Club. The Club utilizes points that can be exchanged to reserve specific use periods and accommodations at affiliated resorts based on space availability.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Basis of Presentation

The accompanying statements of key operating statistics include exchange statistics of The Club, and have been computed and disclosed in accordance with the Time-Sharing Acts of the following states:

Arkansas	§18-14-404 (b) (2)(Q) and (R)
California	§11216 (b) (17)
Colorado	§4 CCR 725-6, Chapter 4.5
Connecticut	§734b 42-103nn
Florida	§721.18 (1) (q) and (r)
Georgia	§44-3-172 (a) (2) (Q) and (R)
Hawaii	§514E-9.5 (a) (1-6)
Indiana	IC 32-32-3-12 (a) (7)
Iowa	§557A.12
Maryland	§11A-120 (a) (16) and (17)
Massachusetts	§183B-53 (a) (17) and (18)
Mississippi	§30-1601-8-8 (B)
Missouri	§407.625.1 (17) and (18)
Nebraska	§76-1714 (6) and (7)
Nevada	§NRS 119A.590.1 (o)
New Mexico	§47-11-8 (A) (17) and (18)
North Carolina	§93 A-48 (a) (17) and (18)
Oregon	§863-030-0075
Rhode Island	§34-41- 4.03(b) (15) and (16)
Tennessee	§66-32-122 (e)
Texas	Section 221.033
Virginia	§55.1-2219 (A) (17) and (18)
West Virginia	§36-9-17 (a) (17) and (18)

Membership

Owners at select resorts (known as Collections) can dedicate their fixed or floating week usage rights to the Club in exchange for points. In addition, any person purchasing points recognized by The Club as eligible for the exchange program can become a member. Members must pay annual dues to cover the services required to operate The Club, including management, member benefits, web services, member publications and collateral materials. The amount of the dues are determined by The Club each year and may vary by Collection, membership class and/or loyalty tier. Membership is renewed automatically on January 1 of each year, dependent on the timely payment of The Club dues. Each year on January 1, the membership is updated with the members’ annual allocation of points which can be used to make reservations.

DIAMOND RESORTS INTERNATIONAL CLUB, INC.  
NOTES TO STATEMENT OF KEY OPERATING STATISTICS  
DECEMBER 31, 2023

Exchange Requests

All exchanges are based on space availability; therefore, The Club does not guarantee members will receive a specific exchange choice.

The statistics included in the statements of key operating statistics were computed using only the number of requests properly applied for in accordance with instructions furnished by The Club to members. A properly applied for request can be written (via website) or verbal (accepted once member verification is obtained) and consists of a member requesting to exchange points for a reservation at an affiliated resort. The percentage of properly applied for exchanges was calculated by dividing the number of properly applied for exchanges by the number of confirmed exchanges for all requested reservations.

Outstanding Obligation

Members may save all or part of their current year's allocated points within the current year into the following year's allocation, as long as their dues are paid in full. The deadlines by which points must be saved each year are:

- Save up to 100% of the annual allocation of points by June 30
- Save up to 50% of the annual allocation of points (if 50% has not already been saved) between July 1 and August 31
- Save up to 25% of the annual allocation of points (if 25% of the allocation has not already been saved) between September 1 and October 31

Since usage within The Club is based on points, the points are converted to estimated intervals based on the average number of points typically used by a member for a one-week stay booked during the year ended December 31, 2023.

**NOTE 3 - AFFILIATION AGREEMENTS**

All affiliation agreements are with developers or associations that have relationships with The Club. There are no affiliation agreements with the owners directly.

**HVC INTERNATIONAL CLUB, INC.**

**6355 MetroWest Boulevard  
Orlando, Florida 32835**

**RECEIPT FOR EXCHANGE DOCUMENTS**

**I (WE) HEREBY ACKNOWLEDGE RECEIPT FROM HVC INTERNATIONAL CLUB, INC. COPIES OF THE CLUB™ DISCLOSURE STATEMENT (DATED \_\_\_\_\_) AND THE DEX DISCLOSURE STATEMENT (DATED \_\_\_\_\_).**

**Name:** \_\_\_\_\_  
\_\_\_\_\_  
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