

ExtraOrdinary™  
*escapes*

**DISCLOSURE GUIDE AND  
SUPPLEMENTAL DOCUMENTS**

**July 2025**



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Disclosure Guide

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**DISCLOSURE GUIDE**  
**FOR**  
**Extraordinary Escapes**

**Unless otherwise stated, the information in this Disclosure Guide  
is current as of June 1, 2025**

**DISCLOSURE GUIDE  
FOR  
EXTRAORDINARY ESCAPES**

**THIS DISCLOSURE GUIDE** contains important information about the exchange membership program (“**Extraordinary Escapes Exchange Program**”) which is offered by Extraordinary Escapes Corporation, a Delaware corporation (“**Extraordinary Escapes Operating Company**”). You should review this information as well as the Extraordinary Escapes Membership Plan (“**Membership Plan**”) and the Extraordinary Escapes Guidelines (“**Guidelines**”) to gain a full understanding of the terms and operational rules of Extraordinary Escapes.

**1. DEFINED TERMS**

Any capitalized term which is not defined in this Disclosure Guide has the meaning given to it in the Membership Plan and Guidelines attached hereto as Exhibits 1 and 2, respectively.

**2. INFORMATION ABOUT EXTRAORDINARY ESCAPES**

Extraordinary Escapes Operating Company provides the primary services of operating the Extraordinary Escapes Exchange Program and providing access to Accommodations at Affiliated Resorts, Cruise Line Vacations, and other travel benefits under the terms, restrictions and conditions contained in the Membership Plan and Guidelines.

The principal office of Extraordinary Escapes Operating Company is 6355 MetroWest Boulevard, Orlando, Florida 32835. The officers and directors of Extraordinary Escapes Operating Company are:

Mark Wang	Chief Executive Officer and Director
Daniel Mathewes	President and Director
Charles Corbin	Senior Executive Vice President, Secretary, and Director
Gordon Gurnik	Senior Executive Vice President
Onkar Birk	Executive Vice President
Erin Day	Executive Vice President
Derek DeSalvia	Executive Vice President
Dustin Tonkin	Executive Vice President
Sarajane Bonck	Senior Vice President
Thomas Goodman	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
Calder Huntington	Vice President
Brandon Lemke	Assistant Secretary

**Extraordinary Escapes Operating Company is wholly owned by Hilton Grand Vacations, Inc., (together with its subsidiaries referred to as “HGVI”). Some officers and directors of Extraordinary Escapes Operating Company may also serve as officers and directors of HGVI. Those resorts where HGVI is the developer and/or resort manager are marked with**

**a plus symbol “+” in the resort lists in Section 6 below. Except as otherwise stated in this paragraph, neither Extraordinary Escapes Operating Company nor any of its officers or directors has any legal or beneficial interest in any developer, seller, or managing entity for any Affiliated Resort.**

### **3. PARTICIPATION IN EXTRAORDINARY ESCAPES**

In most jurisdictions, you will automatically become a Member of Extraordinary Escapes when you purchase Resort Points from the Developer. If you purchase your Resort Points in Florida, you are not automatically enrolled but must affirmatively choose to become a Member. Participation in Extraordinary Escapes for Members is voluntary, although non-participating Members must still pay all fees associated with their Membership and fulfill the obligations set forth in the Extraordinary Escapes Documents. The terms by which you participate in Extraordinary Escapes are set forth in the Extraordinary Escapes Documents and any other documents that apply to your specific Membership Class. Extraordinary Escapes Operating Company is not the developer or seller of any timeshare interests at any Affiliated Resort available through the Extraordinary Escapes Affiliates. Extraordinary Escapes is separate from Embarc and also separate and distinct from the local system or means by which use and occupancy at an Affiliated Resort is allocated among the owners or members thereof, which will generally be operated by the Affiliated Resort or Association or by a provider engaged by the Association. As applicable, Extraordinary Escapes Operating Company will cooperate with the operators of these local systems in accordance with the applicable Affiliation Agreements to coordinate reservations of use and occupancy at Affiliated Resorts with Extraordinary Escapes.

You must pay all fees associated with your Membership. Your Membership is governed by the terms and provisions of the Membership Plan, Guidelines, and the other Extraordinary Escapes Documents. Unless the Extraordinary Escapes Documents or applicable law state otherwise, your Membership will be automatically renewed for each Use Year when the Extraordinary Escapes Operating Company receives your Annual Subscription Fee. If you purchased your Resort Points in Florida, you may terminate your Membership or allow it to expire at the end of each calendar year only for the Resort Points which you purchased in Florida.

If you want to terminate your Membership, you must pay all Program Fees and any other applicable fees that are due up to the date of termination. You will not receive a refund of any Program Fees that you previously paid to Extraordinary Escapes Operating Company unless required by law. After your Membership is terminated, you cannot enjoy the rights and benefits of Extraordinary Escapes and the Use Rights associated with your Resort Points will not be available to you until the later of (i) the date when all obligations of Extraordinary Escapes Operating Company arising from the reservations and other transactions relating to such Use Rights have been discharged, (ii) the first day of the calendar year after your Membership is terminated. You cannot make new reservations after your Membership has been terminated. Extraordinary Escapes Operating Company may charge you a reinstatement fee if you want to join Extraordinary Escapes again.

You may only transfer your Membership in accordance with the Membership Plan and Guidelines. You can no longer be a Member if you don't own any Resort Points. The new owner of the Resort Points previously owned by a Member will not automatically become a Member, but must sign his or her own Membership Documents to become a Member and pay any initiation fee that Extraordinary Escapes Operating Company may establish.

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

The Membership Plan, Guidelines, and other Extraordinary Escapes Documents describe the terms and conditions of your Membership in Extraordinary Escapes. To remain a Member in good standing, you must pay all Program Fees and Resort Fees. The Membership Plan and the Guidelines describe the procedures to qualify for and make exchanges and all terms and restrictions used in the operation of Extraordinary Escapes.

All reservations are on a first-come, first-served, space-available basis for available Use Periods in Accommodations, and are subject to the procedures and limitations in the Membership Plan and the Guidelines. All reservation requests are subject to the exchange reservation request timelines described in the Membership Plan and the Guidelines. Extraordinary Escapes Operating Company may make certain Accommodations only available to certain classes of Membership. There are no guarantees that specific reservation requests will be granted. The longer you wait to make a reservation, the more likely it is that the opportunities to reserve a Use Period in the requested Accommodation will not meet your desires. Since the ability to make a reservation depends on availability of desired Use Periods in Accommodations and your timely action, Extraordinary Escapes Operating Company cannot guarantee that you will always be able to make a reservation of your choice. If you wait too long, it is possible to effectively have no exchange opportunity.

Extraordinary Escapes Operating Company may change, modify, add to or delete language in this Disclosure Guide, the Membership Plan and Guidelines, and the Membership Documents. Extraordinary Escapes Operating Company may also add and remove Extraordinary Escapes Affiliates, resorts, and other facilities to and from the list of Affiliated Resorts and Affiliated Programs, effective as of the time of the removal or addition. Amendments to the Membership Plan and Guidelines will not affect an existing Member until Extraordinary Escapes Operating Company has told him or her of the changes by a notice, newsletter, or similar communication or website posting.

#### **5. FEES**

You will be required to pay Program Fees to Extraordinary Escapes Operating Company on an annual or other regular basis. Other Charges may also be levied from time to time as further described in the Membership Plan and the Guidelines. Program Fees may be different for different classes of Membership. Extraordinary Escapes Operating Company will determine the Program Fees for each class of Membership and may change the amount and payment requirements from time to time. Extraordinary Escapes Operating Company will tell you the total amount that you must pay to remain in good standing, participate in Extraordinary Escapes, and request reservations.

Extraordinary Escapes Operating Company will establish the Program Fees which you must pay for each Use Year as a specific amount per Member. The Program Fees cover the costs of managing Extraordinary Escapes and enable efficient operation and provide represented services to you. To simplify the management and operation of Extraordinary Escapes, Resort Fees and Program Fees may be collected together.

You may also be charged Other Charges. These fees will cover any expenses associated with the operation of Extraordinary Escapes which are not otherwise covered. Such expenses may include:

obligations incurred by Extraordinary Escapes Operating Company in providing Cruise Line Vacations;

costs connected with specific administrative functions requested by a Member or resulting from a Member's actions or inactions; and

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.

Extraordinary Escapes Operating Company may establish additional fees and may change the amount and terms of payment of all fees from time to time. The Membership Plan and the Guidelines establish some of these fees, but Extraordinary Escapes Operating Company is not limited to implementing only such fees.

The current Annual Subscription Fee for new Members includes two components: a base fee of \$168.00, plus \$0.0065 per Resort Point, with a minimum total fee of \$218.00. The current Annual Subscription Fee for those who became Members prior to June 1, 2016 and have not purchased Resort Points after that date is a flat fee of \$218.00. The Annual Subscription Fee and all other Program Fees may vary from Member to Member and may be changed from time to time for any new Members that are to be enrolled.

There is currently a Transaction Fee of \$20.00 per night of each confirmed Use Period through an Extraordinary Escapes Affiliate. Such fee is subject to change from time to time.

## 6. AFFILIATED RESORTS

This section gives the names and locations of the Affiliated Resorts affiliated with Extraordinary Escapes as of the date of this Disclosure Guide. This section is current as of June 1, 2025 and is subject to change.

Affiliated Resorts are listed below according to the approximate number of units that are available for occupancy and which qualify for participation in Extraordinary Escapes.

### RESORTS WITH 1 TO 5 UNITS:

Agora Place Asakusa, 2-2-9 Kotobuki 111-0042, Taito-ku, Tokyo, Japan
All Season Resort, Palm Avenue, Sunset Crest, St. James, Barbados
Belmond Charleston Place, 205 Meeting Street, Charleston, SC 29401 USA
Club Quarters, 424 Clay Street, San Francisco, CA 94111 USA
Cosmo Hotel Hong Kong, 375-377 Queen's Road East, Wan Chai, Hong Kong
Dorsett Grand Chengdu, 168 Xi Yulong Street, Chengdu, China
Dorsett Kwun Tong, 84 Hung To Road, Kowloon, Hong Kong
Dorsett Kuala Lumpur, 172 Jalan Imbi, 55100 Kuala Lumpur, Malaysia
Dorsett Shanghai, 800 Hua Mu Road 201204 Pudong New Area, Shanghai China
Dorsett Singapore, 333 New Bridge Road, 088765 Singapore
Dorsett Wanchai Hong Kong, 387-397 Queen's Road East, Wan Chai, Hong Kong
Expedition Station, 10 Snowshoe Drive, Snowshoe, WV 26209 USA
Fairmont Chateau Whistler, 4599 Chateau Boulevard, Whistler, BC V8E 0Z5, Canada
Fairmont Le Chateau Montebello, 392 Rue Notre Dame, Montebello, QC, Canada J0V 1L0
Fairmont Royal York, 100 Front Street West, Toronto, ON, Canada M5J 1E3
Firelight Lodge, 30 Monashee Road, Silver Star Mountain, BC, Canada V1B 3M1
Fraser Crossing & Founders Pointe, 670 Winter Park Drive, Winter Park, CO 80482 USA

GALLERYone - a DoubleTree Suites by Hilton Hotel, 2670 E Sunrise Blvd., Ft. Lauderdale, FL 33304 USA
Glacier Mountaineer Lodge, 1549 Kicking Horse Trail Kicking Horse, BC, Canada V0A 1H0
Harrison Hot Springs Resort & Spa, 100 Esplande Avenue, Harrison Hot Springs, BC, Canada V0M 1K0
Historic Snowbridge, 190 Jozo Weider Boulevard, Blue Mountains, ON Canada L9Y 3Z2
Hotel Agora Osaka Moriguchi, 10-5, Kawahara-cho 570-0038, Moriguchi, Osaka, Japan
Hotel Agora Regency Sakai, 4-45-1 Ebisujima-cho 590-0985, Sakai, Osaka, Japan
Hotel Boutique at Grand Central, 447 Lexington Avenue, New York, NY 10017 USA
Hotel Pacific, 300 Pacific Street, Monterey, CA 93940 USA
Lan Kwai Fong Hotel, 3 Khau U Fong, Central, Hong Kong
Lofts Du Vieux-Port, 95 Rue de la Commune E, Montreal, QC Canada H2Y 1J1
Long Trail House, 5 Village Lodge Road, Stratton Mountain, VT 05155 USA
Marigot Beach Club & Dive Resort, Marigot Bay, Castries, St. Lucia 00123
Mosaic, 190 Jozo Weider Boulevard, Blue Mountains, ON, Canada L9Y 3Z2
Ocean Pointe Suites at Key Largo, 500 Burton Drive, Tavernier, FL 33070 USA
Rincon Beach Resort, Road 115 KM 5.8, Caguabo, Añasco, Puerto Rico 00610
Rivergrass, 157 Jozo Weider Boulevard, Blue Mountains, ON, Canada LY9 3Z2
Royal Caribbean Resort, 1 Seagrape Drive, San Pedro, Belize
Silka Cheras, No. 100, Jalan Cheras, Phoenix Business Park, 56000 Kuala Lumpur, Malaysia
Silka Far East, 135-143 Castle Peak Road, Tsuen Wan, Kowloon, Hong Kong
Silka Johor Bahru Hotel, Lot 101375 Jalan Masai Lama, Mukim Plentong, Johor Bahru, Malaysia
Silka Maytower Kuala Lumpur, No. 7, Jalan Mushi Abdullah, 50100 Kuala Lumpur, Malaysia
Silka Seaview, 268 Shanghai Street, Yau Ma Tei, Kowloon, Hong Kong
Snowbird Lodge, 170 Silver Lode Lane, Silver Star Mountain, BC, Canada V1B 2M1
Solara Resort & Spa, 187 Kanaskis Way, Canmore, AB, Canada T1W 0A3
The Atrium Resort, 315 21st Street, Virginia Beach, VA 23451 USA
The Beach Club Resort, 181 Beachside Drive Parksville, BC, Canada V9P 2H5
The Grand At Trafalgar Square, London 8 Northumberland Avenue, London, WC2N 5BY United Kingdom
The Marker San Francisco, 501 Geary Street, San Francisco, CA 94102 USA
The Meritage Resort & Spa, 875 Bordeaux Way, Napa, CA 94558 USA
The Parkside Hotel & Spa, 810 Humboldt Street, Victoria, BC, Canada V8V 5B1
The Star - The Darling, 80 Pymont Street Pymont NSW 2009, Sydney, Australia, 1800 800 830
The Star Gold Coast, Gold Coast Broadbeach Island, Broadbeach Gold Coast, Queensland, Australia 4218
The Steamboat Grand, 2300 Mt. Werner Circle, Steamboat Springs, CO 80487 USA
The Westin Bear Mountain Golf Resort & Spa, 1999 Country Club Way, Victoria, BC, Canada V9B 6R3
Thompson Toronto, 550 Wellington Street W., Toronto, ON, Canada M5V 2V4
Village Suites, 157 Jozo Weider Boulevard, Blue Mountains, ON, Canada L9Y 3Z2

**RESORTS WITH 6 TO 10 UNITS:**

Embarc Ucluelet, 1971 Harbour Crescent, Ucluelet, BC, Canada VOR 3A0+
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**RESORTS WITH 11 TO 20 UNITS:**

NONE
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**RESORTS WITH 21 TO 50 UNITS:**

Embarc Panorama, 2000 Panorama Drive, Panorama Mountain, Village Panorama, BC, Canada VOA 1TO+
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Embarc Vancouver, 1001 Hornby Street, Vancouver, BC, Canada V6Z 3A5+
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**RESORTS WITH 51 OR MORE UNITS:**

Blue Mountain (a/k/a Blue Mountain, a Hilton Grand Vacations Club), 277 Jozo Weider Boulevard, The Blue Mountains, ON, Canada L97 OV2+
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Hilton Grand Vacations Club Palm Desert, 1 Willow Ridge, Palm Desert, CA, 92260 USA+
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Sandestin Golf and Beach Resort (a/k/a Hilton Grand Vacations Club in Sandestin Golf and Beach Resort™), 8626 Baytone Avenue, Sandestin, FL 32550-1778 USA+
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Tremblant (a/k/a Tremblant, a Hilton Grand Vacations Club), 200 chemin des Saison, Mont-Tremblant, QC, Canada J8E 1G1+
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Hilton Grand Vacations Club Whistler, 4580 Chateau Boulevard, Whistler, BC, Canada VON 1B4+
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Zihuatanejo (a/k/a Hilton Grand Vacations Club Zihuatanejo), Carretera Escencia a Playa la Ropa, Zihuatanejo Guerrero, Mexico 40895+
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Resorts are listed below according to the number of currently enrolled Members at each resort. See the full address for each resort in list above.

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

Agora Place Asakusa, Tokyo, Japan
All Season Resort, St. James, Barbados
Belmond Charleston Place, Charleston, South Carolina USA
Club Quarters, San Francisco, California USA
Cosmo Hotel Hong Kong, Wan Chai, Hong Kong
Dorsett Grand Chengdu, Chengdu, China
Dorsett Kwun Tong Kowloon, Hong Kong
Dorsett Kuala Lumpur, Kuala Lumpur, Malaysia
Dorsett Singapore, Singapore
Dorsett Shanghai, Shanghai, China
Dorsett Wanchai Hong Kong, Wan Chai, Hong Kong
Expedition Station, Snowshoe, West Virginia USA
Fairmont Chateau Whistler, Whistler, British Columbia, Canada
Fairmont Le Chateau Montebello, Montebello, Quebec, Canada
Fairmont Royal York, Toronto, Ontario, Canada
Firelight Lodge, , British Columbia, Canada
Fraser Crossing & Founders Pointe, Winter Park, Colorado USA
GALLERYone - a DoubleTree Suites by Hilton Hotel, Ft. Lauderdale, Florida USA
Glacier Mountaineer Lodge, British Columbia, Canada
Harrison Hot Springs Resort & Spa, British Columbia, Canada
Historic Snowbridge, Ontario Canada

Hotel Agora Osaka , Moriguchi, Osaka, Japan
Hotel Agora Regency Sakai, Sakai, Osaka, Japan
Hotel Boutique at Grand Central, New York, New York USA
Hotel Pacific, Monterey, California USA
Lan Kwai Fong Hotel, Central, Hong Kong
Lofts Du Vieux-Port, Montreal, Quebec Canada
Long Trail House, Stratton Mountain, Vermont USA
Marigot Beach Club & Dive Resort, Marigot Bay, Castries, St. Lucia
Mosaic, Ontario, Canada
Ocean Pointe Suites at Key Largo, Tavernier, Florida USA
Rincon Beach Resort, Añasco, Puerto Rico
Rivergrass, Ontario, Canada
Royal Caribbean Resort, San Pedro, Belize
Silka Cheras, Kuala Lumpur, Malaysia
Silka Far East, Tsuen Wan, Kowloon, Hong Kong
Silka Johor Bahru Hotel, Johor Bahru, Malaysia
Silka Maytower Kuala Lumpur, Kuala Lumpur, Malaysia
Silka Seaview, Yau Ma Tei, Kowloon, Hong Kong
Snowbird Lodge, British Columbia, Canada
Solara Resort & Spa, Canmore, Alberta, Canada
The Atrium Resort, Virginia Beach, Virginia USA
The Beach Club Resort, British Columbia, Canada
The Grand At Trafalgar Square, London, United Kingdom
The Marker San Francisco San Francisco, California USA
The Meritage Resort & Spa, Napa, California USA
The Parkside Hotel & Spa, British Columbia, Canada
The Star - The Darling, Sydney, Australia
The Star Gold Coast, Broadbeach Gold Coast, Queensland, Australia
The Steamboat Grand, Steamboat Springs, Colorado USA
The Westin Bear Mountain Golf Resort & Spa, Victoria, British Columbia, Canada
Thompson Toronto, Ontario, Canada
Village Suites, Blue Mountains, Ontario, Canada

**RESORTS WITH MEMBERS NUMBERING 101 TO 999:**

NONE
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**RESORTS WITH MEMBERS NUMBERING OVER 1000:**

Blue Mountain (a/k/a Blue Mountain, a Hilton Grand Vacations Club), The Blue Mountains, Ontario, Canada+
Hilton Grand Vacations Club Palm Desert, Palm Desert, California, USA+
Embarc Panorama, Panorama, British Columbia, Canada+
Sandestin Golf and Beach Resort (a/k/a Hilton Grand Vacations Club in Sandestin Golf and Beach Resort™), Sandestin, Florida USA+
Tremblant (a/k/a Tremblant, a Hilton Grand Vacations Club), Mont-Tremblant Quebec, Canada+
Embarc Ucluelet, British Columbia, Canada+
Embarc Vancouver, Vancouver, British Columbia, Canada+
Hilton Grand Vacations Club Whistler, Whistler, British Columbia, Canada+
Zihuatanejo (a/k/a Hilton Grand Vacations Club Zihuatanejo), Zihuatanejo, Guerrero, Mexico 40895+

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

\* These resorts may have more than 100 total members, but only a limited use rights are available for use by Extraordinary Escapes Members.

The number of Members in Extraordinary Escapes may increase or decrease as Extraordinary Escapes Operating Company sells additional Memberships. Please refer to the Membership Plan and the Guidelines for how to make reservations, and for priorities, limitations and restrictions on making reservations.

## **7. ANNUAL REPORT**

An independent audit of certain Extraordinary Escapes information has been performed for the period ending December 31, 2024, and is attached hereto as Exhibit 3.

## **8. OTHER OPPORTUNITIES**

Extraordinary Escapes Operating Company may arrange additional exchange opportunities with one or more External Exchange Companies for you to make exchanges to additional resorts.

Extraordinary Escapes Operating Company may choose to make Cruise Line Vacations available from time to time. Only the exchange membership program provided by Extraordinary Escapes Operating Company is regulated by the Florida Department of Business and Professional Regulation.

Such additional exchange privileges or Cruise Line Vacations will be available to you in accordance with the terms of the arrangements made by Extraordinary Escapes Operating Company. Extraordinary Escapes Operating Company Fees may determine and charge you fees for such additional privileges or benefits. Other than the exchange membership program of Extraordinary Escapes, Extraordinary Escapes Operating Company is not obligated to provide any additional exchange opportunities or provide any Cruise Line Vacations.



## **Exhibit 1**

### **Extraordinary Escapes MEMBERSHIP PLAN**



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## EXTRAORDINARY ESCAPES MEMBERSHIP PLAN



**THIS MEMBERSHIP PLAN** has been adopted by Extraordinary Escapes Corporation, a Delaware corporation (“**Extraordinary Escapes Operating Company**”), which company has established the Extraordinary Escapes exchange program 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 Extraordinary Escapes through an Affiliation Agreement.

1.2 “Affiliated Program” means any multi-location timeshare plan, including a multi-site points-based vacation club or similar entity, where the developer, Association, managing entity or other applicable entity has entered into an Affiliation Agreement with Extraordinary Escapes Operating Company, making the Accommodations within such Affiliated Program available for use by Members.

1.3 “Affiliated Resort” means a resort or other facility which has become affiliated with Extraordinary Escapes from time to time pursuant to an Affiliation Agreement or pursuant to any other agreement or arrangement approved by Extraordinary Escapes Operating Company, including resorts or other facilities that are part of an Affiliated Program.

1.4 “Affiliation Agreement” means one or more written contracts between Extraordinary Escapes 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, Affiliated Program, or a Cruise Line Vacation.

1.5 “Annual Subscription Fee” means the fee paid by Members each Use Year to Extraordinary Escapes Operating Company to continue Membership, which fee may include a fee of a set amount for each Membership and a fee of a set amount per Resort Point.

1.6 “Associate” means an individual nominated and authorized by a Primary Member to make reservations using the Primary Member’s Resort 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 Affiliated Program.

1.8 “Embarc Members Association” means Embarc Members Association, a Delaware non-stock, nonprofit, corporation.

1.9 “Cruise Line Vacation” means accommodation on a cruise ship available to Members pursuant to an Affiliation Agreement and booked through Extraordinary Escapes.

1.10 “Declaration” means the Twenty-First Amended and Restated Master Declaration for the Embarc dated February 14, 2023, as the same may be amended, supplemented, or restated from time to time.

1.11 “Developer” means Grand Resorts Canada, Ltd., a British Columbia corporation, and its and affiliated and subsidiary companies.

1.12 “Embarc Bonus Points” means certain short-term points that Club members may receive upon the purchase of Resort Points from Developer that can be used within Extraordinary Escapes in the ways described by the Extraordinary Escapes Documents.

1.13 “External Exchange Company” means any Person providing external exchange services to the Members, whether the arrangements are concluded by Extraordinary Escapes Operating Company or through private contact between the Member and said Person.

1.14 “Extraordinary Escapes” means a reservation system and membership program which provides vacation, travel, exchange and other leisure benefits to its Members and is established pursuant to this Membership Plan.

1.15 “Extraordinary Escapes Affiliate” means a party that has entered into, or may subsequently enter into, an Affiliation Agreement with the Extraordinary Escapes Operating Company in relation to Extraordinary Escapes.

1.16 “Extraordinary Escapes Documents” means those agreements and other documents governing the use and operation of Extraordinary Escapes, including, but not limited to, this Membership Plan, the Guidelines, the Affiliation Agreements, and any other agreements or documents utilized from time to time to establish, operate or describe Extraordinary Escapes or to make Use Periods in Accommodations available to the Members of Extraordinary Escapes, as such agreements and documents may be entered into, promulgated and/or amended, from time to time.

1.17 “Extraordinary Escapes Operating Company” means Extraordinary Escapes Corporation, a Delaware corporation, or one of its affiliates, their successors and assigns.

1.18 “Guest Certificate” means a certificate issued by Extraordinary Escapes Operating Company at the request of the Primary Member for use of an Accommodation or Cruise Line Vacation for a guest not staying with the Primary Member or an Associate.

1.19 “Guide” means any periodically published or posted listing of Accommodations or Cruise Line Vacations available through Extraordinary Escapes and, among other information, providing the number of Resort Points required to reserve various Use Periods in such Accommodations or to obtain such Cruise Line Vacations.

1.20 “Guidelines” means the Extraordinary Escapes Guidelines which may be amended from time to time in the sole and exclusive discretion of Extraordinary Escapes Operating Company and which contain the rules, regulations, and guidelines governing a Member’s use of Extraordinary Escapes.

1.21 “Initiation Fee” means a fee that may be paid by new Members to join Extraordinary Escapes.

1.22 “Member” means any Person or Persons who has/have become entitled to the benefits of Membership by reason of being the owner(s) of Resort Points and/or entering into a Membership Agreement with Extraordinary Escapes Operating Company.

1.23 “Membership” means a membership in the Extraordinary Escapes exchange program.

1.24 “Membership Agreement” means any document executed by Developer or Extraordinary Escapes Operating Company that bestows Membership on the purchaser or owner of Resort Points and provides for the terms and conditions of Membership, including any agreement whereby Members receive a Membership in connection with the purchase of Resort Points.

1.25 “Membership Plan” means this Membership Plan promulgated by Extraordinary Escapes Operating Company to establish Extraordinary Escapes and which, together with the Guidelines, set forth the terms, restrictions and conditions of Extraordinary Escapes, as well as the obligations of Members, which may be amended from time to time in the sole and exclusive discretion of Extraordinary Escapes Operating Company. This Membership Plan supercedes and replaces any previous membership plan or analogous document pertaining to Extraordinary Escapes previously in effect.

1.26 “Member Services” means the administrative department of Extraordinary Escapes.

1.27 “Other Charges” means that portion of the Program Fees described in Article 6 of this Membership Plan which a Member may be required to pay other than the Program Fees.

1.28 “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.

1.29 “Personal Information” means information about an identifiable individual (but excluding any information excluded from the definition of “personal information” pursuant to applicable law).

1.30 “Primary Member” means the individual who is authorized to exercise all rights of a particular Membership.

1.31 “Program Fees” means those fees which each Member is required to pay in order to remain in good standing pursuant to this Membership Plan and the Extraordinary Escapes Documents including but not limited to the Annual Subscription Fee, Initiation Fee, Transaction Fee, reservation fee, Guest Certificate fee, and any other costs and charges payable by Members.

1.32 “Resort Fees” has the meaning set forth in the Declaration.

1.33 “Resort Points” has the meaning set forth in the Declaration.

1.34 “Transaction Fee” means a fee that may be paid by Members for each confirmed Use Period at an Accommodation that is available through an Affiliation Agreement. The fee may be calculated nightly or otherwise.

1.35 “Use Period” means the period of occupancy by a Member at an Affiliated Resort or a Cruise Line Vacation, during which a Member has the right to use and occupy an Accommodation.

1.36 “Use Rights” means those rights a Member or Extraordinary Escapes Operating Company has to use, occupy and/or possess an Accommodation or to obtain a Cruise Line Vacation, which rights are, in the case of each Member, attributable to his or her Resort Points, in accordance with the Declaration, together with any associated rights, if applicable.

1.37 “Use Year” means a calendar year or other period established by Extraordinary Escapes Operating Company for each Membership type during which a Member’s periodic allocation of Resort Points received upon payment of the Program Fees for that period must be used in accordance with the Guidelines unless the Member has borrowed or saved such Resort Points to the extent permitted under this Membership Plan or the Guidelines. The period established as the Use Year may vary for different Membership types.

## **2. EXTRAORDINARY ESCAPES OPERATIONS.**

2.1 Confirmation of Extraordinary Escapes Establishment. Extraordinary Escapes Operating Company hereby reaffirms its establishment of Extraordinary Escapes by this Membership Plan, to provide purchasers and owners of Resort Points with the opportunity to obtain a Membership and Use Rights. Extraordinary Escapes is not a corporation, legal entity, or association of any kind. Instead, Extraordinary Escapes is the service name given to the variety of exchange, reservation and use services and related benefits offered from time to time by Extraordinary Escapes Operating Company, together with such additional services as Extraordinary Escapes Operating Company may arrange through additional agreements with other service providers, including with Affiliated Programs and Affiliated Resorts through Affiliation Agreements.

2.2 Commencement of Operations. Extraordinary Escapes is operated and managed by Extraordinary Escapes Operating Company pursuant to the terms and provisions of this Membership Plan. Extraordinary Escapes Operating Company is expressly authorized to take any and all action as it deems appropriate to operate Extraordinary Escapes, including without limitation, the affiliation of Affiliated Resorts and Affiliated Programs, entering into relationships with the providers of Cruise Line Vacations, admission of Members to Extraordinary Escapes, and

the implementation of all exchange management systems. Extraordinary Escapes Operating Company may operate reservation and other management systems as a separate commercial enterprise.

2.3 Advisory Board. Extraordinary Escapes may, but is not required to, appoint an advisory board comprised of Members chosen by it (who shall serve at the pleasure of Extraordinary Escapes Operating Company) to provide non-binding advice on matters relating to Extraordinary Escapes.

### **3. MEMBERSHIP.**

3.1 Membership Eligibility. A purchaser becomes eligible to join Extraordinary Escapes upon purchasing, or previously having purchased, Resort Points from the Developer and meeting the other requirements of Membership, including, but not limited to, entering into a Membership Agreement and paying all applicable Program Fees. Any individual who participates in a sales presentation provided by the Developer or an approved entity, and either purchases Resort Points and then rescinds or declines to purchase Resort Points, will not be eligible to become a Member of Extraordinary Escapes. Extraordinary Escapes Operating Company is not the developer or seller of Resort Points.

3.2 Membership Categories. Members may be categorized based on the number of Resort Points owned, and such category may qualify a Member for additional or different benefits. The Membership categories are further described in the Guidelines. Extraordinary Escapes Operating Company may create other categories or classifications of Membership from time to time.

3.3 Basis of Membership. The terms under which any Member participates in Extraordinary Escapes shall be established in the relevant Extraordinary Escapes Documents. If permitted by law, a purchaser of Resort Points will automatically become a Member of Extraordinary Escapes. Continuing Membership requires the timely payment of Program Fees and is further governed by the terms and provisions of the Extraordinary Escapes Documents. Unless the relevant Extraordinary Escapes Documents provide otherwise or prohibited by law, Membership will be automatically renewed each Use Year.

3.4 Membership Status. The rights of Membership for a Member shall be available only so long as (i) Extraordinary Escapes exists, (ii) the Member satisfies all Membership requirements and is in good standing, both in Extraordinary Escapes and with the Embarc Members Association, and (iii) the Member owns at least one Resort Point. Membership in Extraordinary Escapes is not deemed to be included in the ownership of any Resort Points owned. Membership is not an interest in real property and does not constitute any proprietary, voting, or other right in or to Extraordinary Escapes other than the Membership rights set forth in this Membership Plan and the other Extraordinary Escapes Documents. No Member shall have any right to any of the assets of Extraordinary Escapes or Extraordinary Escapes Operating Company either while a Member or upon termination. No refunds of any Initiation Fees, or any other Program Fees or charges shall be paid to a terminating Member unless otherwise required by law. All taxes of any nature levied, charged or due with regard to Membership, the payment of Program

Fees and other fees, the allocation of Resort Points, and the use of such Resort Points to complete the exchange shall be the liability of the respective Member.

3.5 Member Acts. No Member shall have the authority to contract for or in the name of Extraordinary Escapes, Extraordinary Escapes Operating Company or any other Member or to bind in any way Extraordinary Escapes, Extraordinary Escapes Operating Company, or any other Member.

3.6 Transferability of Membership. Membership in Extraordinary Escapes is personal to the Member and may not be voluntarily or involuntarily assigned or conveyed by a Member except to the successor in interest to such Member's Resort Points when the transfer of Resort Points meets the criteria set forth herein. A Person who no longer owns any Resort Points will no longer be a Member and any existing reservations will be cancelled. Membership in Extraordinary Escapes will automatically transfer with the conveyance of Resort Points under any of the following conditions:

3.6.1 Extraordinary Escapes Operating Company unilaterally approves the new owner of Resort Points becoming a Member, which approval may be granted or withheld in Extraordinary Escapes Operating Company's sole discretion; or

3.6.2 A Member's Resort Points are conveyed:

3.6.2.1 without remuneration to the Member's immediate family (such as a spouse, partner, sibling, parent or child); or

3.6.2.2 by bequest, intestate succession or local equivalent following a Member's death.

Notwithstanding the foregoing, transfer of the Membership is conditioned upon the new Member providing satisfactory documentation to Extraordinary Escapes Operating Company, executing the applicable Extraordinary Escapes Documents, and the payment of any Initiation Fee and/or administrative fee.

3.7 Primary Member. 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. If ownership of Resort Points 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 Resort Points. The Primary Member shall be initially identified in the Extraordinary Escapes Documents but may be changed subsequently by separate written documents. The Primary Member may identify in the Extraordinary Escapes Documents or later by separate written documents the names of not more than three additional individuals from whom Extraordinary Escapes Operating Company may take direction in connection with making reservations and exercising other Membership rights. Extraordinary Escapes Operating Company may charge an administrative fee for each time it is requested to establish or change such designations after the execution of the Extraordinary Escapes Documents. In the event of a dispute or contradictory directions, the directions of the Primary Member shall be final.

3.8 No Resale, Lease or Rental Assistance. Extraordinary Escapes Operating Company has no obligation to assist a Member with the resale, lease or rental of his or her Resort Points.

3.9 Personal Use. Joining Extraordinary Escapes should not be done for investment purposes, financial gain or for commercial use, but for the sole purpose of personal use and enjoyment.

3.10 Withdrawal of Resort Points from Extraordinary Escapes.

3.10.1 A Member's Resort Points shall be withdrawn from Extraordinary Escapes in the event of any of the following occurrences, effective as of the applicable date indicated below:

3.10.1.1 Upon the date of the voluntary or involuntary assignment or conveyance of ownership of such Member's Resort Points whether by action of the Member or by operation of law or through foreclosure or other enforcement of lien rights or security interests, unless such transaction met the criteria described in Section 3.6 above;

3.10.1.2 Upon the date of the decision by Developer to eliminate or terminate such Member's Resort Points as the result of a fire or other casualty or taking by eminent domain, in accordance with the Declaration; or

3.10.1.3 Upon the date of occurrence of any event which has the effect of terminating a Member's ownership of his or her Resort Points.

3.10.2 Extraordinary Escapes Operating Company is under no obligation to give any notice to the Member whose Resort Points are withdrawn of the occurrence of the event causing such withdrawal or that his or her Resort Points has been withdrawn. The withdrawal of Resort Points from Extraordinary Escapes shall be subject to all reservations and other transactions associated with the Resort Points withdrawn made prior to the date of withdrawal.

3.11 Suspension of Membership.

3.11.1 In the event of the following occurrences, Extraordinary Escapes Operating Company may completely suspend all Membership rights of a Member until the reason for suspension has been removed or said Membership is terminated:

3.11.1.1 Upon a breach of any provision of this Membership Plan or any of the Guidelines by a Member, including failure to pay in a timely manner any and all Program Fees and any other fees which may be charged by Extraordinary Escapes Operating Company from time to time in accordance with the provisions of this Membership Plan and a breach of the restrictions on Member rentals in accordance with the Guidelines; or

3.11.1.2 Upon the failure of a Member to pay his or her Resort Fees in a timely fashion; or

3.11.1.3 Upon the failure of a Member to make timely payments relating to any mortgage, security agreement or purchase contract obligation pertaining to the Resort Points of such Member; or

3.11.1.4 Upon the determination by Extraordinary Escapes Operating Company that the Member's conduct constitutes conduct unbecoming of a Member of Extraordinary Escapes. The decision of Extraordinary Escapes 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 3.11.1.4 shall normally be for a minimum of one year. Certain serious acts may also result in termination of Membership with no option to reinstate.

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

3.11.3 Except where required by law, Extraordinary Escapes 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.

3.11.4 During a complete suspension of Membership rights, such Member may not make reservations for Accommodations and Extraordinary Escapes Operating Company may cancel any confirmed reservations previously made with Resort Points allocated to such Member for any Use Year during which the suspension applies. During suspension, the Use Rights made available to Extraordinary Escapes Operating Company with respect to the Resort Points owned by the suspended Member may be used by Extraordinary Escapes Operating Company. A Member subject to complete suspension may be reinstated by Extraordinary Escapes 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 Extraordinary Escapes Operating Company, as well as to the Embarc Members Association, and any reinstatement fee charged by Extraordinary Escapes Operating Company.

3.11.5 When suspension has occurred due to failure of such Member to pay Program Fees or other fees or amounts due Extraordinary Escapes 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 Extraordinary Escapes Operating Company as it may determine, and in the absence of such determination, as follows: first to satisfy the unpaid Program Fee, then unpaid Other Charges, then interest due, then any late fees due, and lastly the reinstatement fee.

3.11.6 Complete suspension of Membership rights will be followed by reinstatement or by termination in accordance with Section 3.12.

### 3.12 Termination of Membership in Extraordinary Escapes.

3.12.1 In the event of one or more of the following occurrences, a Membership in Extraordinary Escapes shall automatically terminate, effective as of the applicable date indicated below:

3.12.1.1 Upon the date of termination of all of a Member's Resort Points;

3.12.1.2 Upon the date of termination of Extraordinary Escapes; or

3.12.1.3 Upon the expiration of thirty (30) days (or such longer period of time determined by Extraordinary Escapes Operating Company) following the date written notification (which notification may be included in a notice of termination of the underlying Resort Points) 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.

3.12.2 All Program Fees 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 Extraordinary Escapes 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 Extraordinary Escapes and the Use Rights associated with such terminating Member's Resort Points(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 Extraordinary Escapes 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. Extraordinary Escapes 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 Extraordinary Escapes Operating Company.

## **4. POINTS VALUATION AND USE.**

4.1 Points Assigned to Use Periods. The various Use Periods in Accommodations available for reservation and the Cruise Line Vacations available for use will be evaluated by Extraordinary Escapes Operating Company to quantify the relative Resort Points values of each Use Period and each Cruise Line Vacation, which assigned value may be modified by Extraordinary Escapes Operating Company at any time in its sole discretion. The valuation may be based on, without limitation, size and location of the Accommodation and Affiliated Resort, quality and newness of construction, season, demand, and such other factors as Extraordinary Escapes Operating Company may from time to time deem appropriate. In order to balance demand for Accommodations and Cruise Line Vacations, the Resort Points required to reserve a particular Accommodation or Cruise Line Vacation may be temporarily or permanently discounted or increased. Where permanent adjustments are made, Extraordinary Escapes Operating Company shall not be obligated to offset an overall increase in valuation by a corresponding decrease elsewhere within the system, and vice versa.

### 3.12 Termination of Membership in Extraordinary Escapes.

3.12.1 In the event of one or more of the following occurrences, a Membership in Extraordinary Escapes shall automatically terminate, effective as of the applicable date indicated below:

3.12.1.1 Upon the date of termination of all of a Member's Resort Points;

3.12.1.2 Upon the date of termination of Extraordinary Escapes; or

3.12.1.3 Upon the expiration of thirty (30) days (or such longer period of time determined by Extraordinary Escapes Operating Company) following the date written notification (which notification may be included in a notice of termination of the underlying Resort Points) 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.

3.12.2 All Program Fees 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 Extraordinary Escapes 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 Extraordinary Escapes and the Use Rights associated with such terminating Member's Resort Points(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 Extraordinary Escapes 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. Extraordinary Escapes 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 Extraordinary Escapes Operating Company.

## **4. POINTS VALUATION AND USE.**

4.1 Points Assigned to Use Periods. The various Use Periods in Accommodations available for reservation and the Cruise Line Vacations available for use will be evaluated by Extraordinary Escapes Operating Company to quantify the relative Resort Points values of each Use Period and each Cruise Line Vacation, which assigned value may be modified by Extraordinary Escapes Operating Company at any time in its sole discretion. The valuation may be based on, without limitation, size and location of the Accommodation and Affiliated Resort, quality and newness of construction, season, demand, and such other factors as Extraordinary Escapes Operating Company may from time to time deem appropriate. In order to balance demand for Accommodations and Cruise Line Vacations, the Resort Points required to reserve a particular Accommodation or Cruise Line Vacation may be temporarily or permanently discounted or increased. Where permanent adjustments are made, Extraordinary Escapes Operating Company shall not be obligated to offset an overall increase in valuation by a corresponding decrease elsewhere within the system, and vice versa.

4.2 Use of Resort Points. For each Use Year, a Member can use the Resort 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 Cruise Line Vacations. No Member can make a reservation for an Accommodation or obtain a Cruise Line Vacation, unless such Member has paid the applicable Program Fees for the Use Year and is otherwise in good standing.

4.2.1 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.

4.2.2 As there may be limited availability and/or quantities of the various Cruise Line Vacations, all requests for Cruise Line Vacations will likewise be filled on a first-come, first-served basis, subject to all rules and conditions applicable to each Cruise Line Vacation as set forth in the Guide or any other materials which Extraordinary Escapes Operating Company distributes relating to such Cruise Line Vacation. As with Use Periods and Accommodations, fulfillment of requests for specific Cruise Line Vacations will be subject to availability.

4.3 Exchange of Resort Points. To utilize Resort Points for reserving Accommodations or Cruise Line Vacations, a Member relinquishes his or her right to use their Resort Points within the Embarc Members Association for alternative Accommodations or other benefits and services available within the Extraordinary Escapes exchange program. In exchange, the related use rights attributable to the relinquished Resort Points are made available to Extraordinary Escapes Operating Company to offer to members of Affiliated Programs or Affiliated Resorts.

## **5. ACCOMMODATIONS AND CRUISE LINE VACATIONS.**

5.1 General. Extraordinary Escapes Operating Company has established a network of Affiliated Resorts and other resorts and properties available through Affiliated Programs which are affiliated with Extraordinary Escapes through Affiliation Agreements. Extraordinary Escapes Operating Company may from time to time affiliate other resorts or other properties as Affiliated Resorts or through Affiliated Programs. Extraordinary Escapes Operating Company is not obligated to affiliate any particular resorts or programs or any particular number of resorts or programs.

5.2 Additional Memberships and Classes of Membership. There is no cap on the number of Members who can join Extraordinary Escapes and Extraordinary Escapes Operating Company does not undertake to maintain any particular number of Members from time to time. Extraordinary Escapes Operating Company may also establish additional types or categories of Memberships, including but not limited to Memberships with loyalty-based characteristics and limited Memberships which only allow use of certain Affiliated Resorts or Affiliated Programs.

5.3 Cruise Line Vacations. Extraordinary Escapes Operating Company may, in its sole discretion, from time to time make Cruise Line Vacations available. Extraordinary Escapes Operating Company shall not be required to make any such Cruise Line Vacations available or continue to do so. The cost of providing such Cruise Line Vacations may be included in the

Program Fees or as an additional reservation charge, as Extraordinary Escapes Operating Company may determine in its sole discretion.

5.4 Withdrawal of Accommodations. Extraordinary Escapes Operating Company may suspend or terminate the Affiliation Agreement with an Extraordinary Escapes Affiliate under any one of the conditions identified below. In the event of occurrence of any of the circumstances which results in the withdrawal of Accommodations, Extraordinary Escapes Operating Company shall use commercially reasonable efforts to make available alternative Use Periods for Members whose reservations must be canceled, but Extraordinary Escapes Operating Company is under no obligation whatsoever to satisfy any specific request, or to reimburse Members for expenses or inconvenience incurred in changing their vacation plans.

5.4.1 Failure of management of an Affiliated Resort to maintain sufficiently high standards of quality in the maintenance and operation, resulting in a consistent pattern of dissatisfaction of Members.

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

5.4.3 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 Program, thus rendering such Affiliated Resort or Affiliated Program unsuitable for use by Members.

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

5.5 Cancellations, Alterations, and No-Shows.

5.5.1 Unless covered by a reservation protection plan purchased by Member, cancellation of a confirmed reservation will result in the percentage loss of the Resort Points used to make such reservations as follows and may also result in imposition of a cancellation fee as described below. The Extraordinary Escapes Operating Company may revise this Section to add, delete or change cancellation deadlines with a more or less graduated percentage scale.

<b>Notification of Cancellation</b>	<b>Resort Point Value credited to your account</b>
30-365 days prior to the commencement of the Use Period or the designated date for obtaining the Cruise Line Vacation (“Start Date”)	100%
0-29 days prior to the Start Date	None

5.5.2 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 Cruise Line Vacation at the applicable discount of the normal Resort Point value for that Use Period in such Affiliated Resort or for that Cruise Line Vacation. For this purpose, a similar reservation for Affiliated Resorts 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 a Cruise Line Vacation will be determined by the Extraordinary Escapes Operating Company, 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 Extraordinary Escapes Operating Company to the Member's Resort Point account in the same Use Year, or for a subsequent Use Year, to charge the full Resort Point cost of the reservation.

5.5.3 A Member may submit a subsequent reservation request after having canceled a confirmed reservation, but there can be no guarantee that any alternative reservation requested will be available to the Member.

5.5.4 A Member who intends to check in at the Affiliated Resort after the arrival day designated on the confirmed reservation must contact the check-in desk at the Affiliated 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 a Cruise Line Vacation 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 Cruise Line Vacation or the designated date, whichever is earlier, or risk forfeiture of the reservation. The Members recognize that in the case of Cruise Line Vacations, they may not be able to change the date for obtaining their reserved Cruise Line Vacation.

5.5.5 Members who fail to check in during the Use Period for which they have been issued a confirmed reservation or who fail to take up the confirmed Cruise Line Vacation (or who arrive late and do not comply with Section 5.5.4) will forfeit 100% of the Resort Points used to make the reservation for that Use Period or for that Cruise Line Vacation, as the case may be, and may be subject to a no-show fee.

5.5.6 The Extraordinary Escapes Operating Company shall be entitled to cancel reservations in respect of any Cruise Line Vacation for any reason whatsoever, or in respect of Affiliated Resorts in any Affiliated Resort that ceases to be an Affiliated Resort or becomes unsuitable for Member use, for any reason whatsoever. In such an event, the Extraordinary Escapes Operating Company 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 Extraordinary Escapes Operating Company shall be made during the same Use Year as such cancelled Affiliated Resort or Cruise Line Vacation was to be used/obtained, the affected Member shall have the Resort Points attributable to such cancelled reservation reinstated and such Member may save the reinstated Resort Points for use in the following Use Year, irrespective of the time of year in which the Resort Points are carried forward. Provided, however, if the Extraordinary Escapes Operating Company has confirmed a reservation to a Member for a Use Period in Affiliated Resorts or for a Cruise Line Vacation that are made uninhabitable or unavailable by

casualty, governmental taking, natural disaster, or act of God, or other reason beyond its control, the Extraordinary Escapes Operating Company 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 Extraordinary Escapes and the Extraordinary Escapes Operating Company. However, the Extraordinary Escapes Operating Company shall use reasonable efforts to confirm an alternate reservation during the same or the following Use Year. The Affiliated Resorts and/or Cruise Line Vacations which may be available under such circumstances may be limited or restricted.

## 5.6 Reservation Procedures and Policies.

5.6.1 Reservation requests for an Accommodation will be taken on a first-come, first-served basis. The Extraordinary Escapes Operating Company's ability to confirm a reservation is dependent upon the availability of the desired Accommodations. There is no guarantee that any particular Member's reservation request can be fulfilled. The Extraordinary Escapes Operating Company reserves the right, in its discretion, to make certain Accommodations only available to certain classes of Membership.

5.6.2 Except as the Extraordinary Escapes Documents or the terms and conditions governing Cruise Line Vacations may otherwise specifically provide, the use and occupancy of Accommodations that a Member reserves with his or her Resort Points must occur during the same Use Year as the Use Year for which those Resort Points were allocated.

5.6.3 A Member may make as many reservations as necessary to utilize all of the Resort Points available to such Member in the respective Use Year. The Extraordinary Escapes Operating Company may charge a reservation fee, a cancellation fee, a Guest Certificate fee and other fees with respect to each such reservation made by a Member.

5.6.4 Although a reservation may be requested during the Use Periods detailed elsewhere in this Membership Plan or the Guidelines, such reservation may be confirmed only if the requesting Member has sufficient Resort Points available for use in the Use Year in which the use and occupancy of the requested Accommodation will occur. If the reservation request pertains to use and occupancy of an Accommodation during a Use Year other than one for which the Member has been allocated and still retains sufficient Resort Points, then the Member must create the availability of Resort Points in the desired Use Year by undertaking either a saving or borrowing transaction pursuant to this Membership Plan and the Guidelines, or, where available, by renting or buying Resort Points.

5.6.5 Except as otherwise described herein, Resort Points are always allocated for a specific Use Year and unused Resort Points will expire at the end of the applicable Use Year. By means of saving and borrowing transactions, a Member may change the Use Year with which certain Resort Points are associated for reservation purposes. In addition to saving and borrowing, the Extraordinary Escapes Operating Company may also, as a special concession and in its sole discretion, allow up to one year's allocation of Resort Points which are to expire (or have already expired) at the year's end to be used in the subsequent Use Year. This special concession, if granted in specific circumstances, will only allow such Resort Points to be used for Accommodations that the Extraordinary Escapes Operating Company shall determine.

5.6.6 Members may borrow some or all of their future allocation of Resort Points from the Use Year immediately following the Use Year for which the Member desires to use such borrowed Resort Points. The Resort Points then available to the Member for reservation purposes in the desired Use Year will be increased by the number of Resort Points so borrowed. After the borrowing transaction has been effected, the number of Resort Points available to the Member in the immediately following Use Year will be reduced by the number of Resort Points so borrowed. In order for a Member to complete a borrowing transaction, that Member will be required to make a deposit against future Program Fees and Resort Fees to be levied by Developer with respect to the Resort Points to be borrowed and pay any borrowing fee charged by the Extraordinary Escapes Operating Company. Once a Member has notified the Extraordinary Escapes Operating Company of an intention to borrow Resort Points, the instruction may not be canceled. Borrowed Resort Points will expire if not utilized to make a reservation in the Use Year for which the borrowing transaction occurred. Borrowed Resort Points must be used in the year borrowed and may not be carried forward. The only exception shall be reservations against expired or expiring Resort Points granted by the Extraordinary Escapes Operating Company as a special concession.

5.6.7 The Resort Points available to the Member for reservation purposes in the immediately following Use Year will be increased by the number of Resort Points which have been carried forward by saving under this rule. Resort 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.

5.7 Transferring Points. A Member may only transfer Resort Points to another Member for one time use on a specific reservation. The original Member is responsible for Resort Dues and/if upon cancellation, the Resort Points will be returned to the original Member.

## **6. PROGRAM FEES AND OTHER CHARGES.**

6.1 Establishment of Annual Subscription Fee. As part of the Program Fees, each Member will be required to pay Annual Subscription Fees. Annual Subscription Fees shall be payable annually or at any other times that Extraordinary Escapes Operating Company in its absolute discretion deems appropriate. Annual Subscription Fees may be different for different classes of Membership and based on the number of Resort Points owned by each Member. Extraordinary Escapes Operating Company shall determine the Annual Subscription Fees for each Member and may change the amount and payment requirements from time to time. Extraordinary Escapes Operating Company will inform each Member of the total amount of Annual Subscription Fees which must be paid to remain in good standing and be entitled to participate in Extraordinary Escapes and use their Resort Points in accordance with the procedures set forth in this Membership Plan and in the Guidelines. Members who purchased Resort Points and joined Extraordinary Escapes prior to June 1, 2016 will not have a variable Annual Subscription Fee based on number of Resort Points owned, but will have a flat fee for each Membership, regardless of number of Resort Points owned. This flat fee may change at any time at the discretion of Extraordinary Escapes Operating Company. If a Member with a flat Annual Subscription Fee purchases additional Resort Points, this Member may be moved to a variable fee schedule based on the number of Resort Points owned.

6.2 Program Fees. Each Member must also pay all other applicable Program Fees, including any applicable Transaction Fees, reservation fees, Guest Certificate fees, and any other charges imposed by Extraordinary Escapes Operating Company for operation of Extraordinary Escapes. Program Fees shall be payable at such time as Extraordinary Escapes Operating Company in its absolute discretion deems appropriate. Extraordinary Escapes Operating Company shall determine the Program Fees and may change the amount and payment requirements from time to time. Extraordinary Escapes Operating Company will inform each Member of the total amount of Program Fees which must be paid to remain in good standing and be entitled to participate in Extraordinary Escapes and use their Resort Points in accordance with the procedures set forth in this Membership Plan and in the Guidelines.

6.3 Other Charges. Members may also be charged “Other Charges” at any time. These fees will cover any expenses associated with the operation of Extraordinary Escapes which are not covered in the Program Fees. Extraordinary Escapes 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 this Membership Plan and in the Guidelines, but Extraordinary Escapes Operating Company shall not be limited to implementing only such fees. Other Charges may include, but shall not be limited to:

6.3.1 Obligations incurred by Extraordinary Escapes Operating Company in providing Cruise Line Vacations as contemplated in Section 5.3 of this Membership Plan;

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

6.3.3 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.

6.4 Payment of Program Fees and Interest. Each Member shall pay all Program Fees by the due date as established by Extraordinary Escapes Operating Company. Failure to pay such Program Fees 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 Extraordinary Escapes Operating Company from time to time. A Member who has failed to pay the Program Fees in a timely manner shall also be subject to having his or her Membership rights suspended pursuant to Section 3.11 of this Membership Plan.

6.5 Resort Fees. Extraordinary Escapes Operating Company does not charge or collect the Resort Fees or any other fees related to the Embarc Members Association. Each Member is responsible for paying the Resort Fees and maintaining his or her membership in the Embarc Members Association in good standing. However, Extraordinary Escapes Operating Company may agree with Embarc Members Association to collect the Resort Fees together with the Program Fees, and in such event may invoice Members for both the Program Fees and Resort Fees, and remit all Resort Fees collected to the Embarc Members Association. In such event, Extraordinary Escapes Operating Company shall neither be engaged nor considered the collection

agent for Embarc Members Association. Moreover, the payment of Resort Fees shall always remain the personal obligation of each Member.

6.6 Initiation Fee. In the future, Extraordinary Escapes Operating Company may, in its sole and subjective discretion, establish an Initiation Fee for each class of Membership which Extraordinary Escapes 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 Extraordinary Escapes Operating Company. Such fee, once paid or waived, shall not be charged again with respect to the Member's initial Resort Points(s) while such Member maintains continuous good standing and full Membership status in Extraordinary Escapes. In the event the Initiation Fee is to be paid over time, Extraordinary Escapes Operating Company may reserve some or all of the benefits associated with Membership in Extraordinary Escapes until such time as the Initiation Fee is paid in full.

6.7 Additional Membership Fee. Extraordinary Escapes Operating Company shall be entitled to charge an additional Membership fee in the event that a Member acquires additional Resort Points.

**7. RIGHTS AND POWERS OF EXTRAORDINARY ESCAPES OPERATING COMPANY.** Extraordinary Escapes Operating Company shall, without limiting the other rights and powers set forth in other provisions of this Membership Plan, have the rights and powers set forth in this Section 7.

7.1 Evaluation of Resort Points Allocation. Extraordinary Escapes Operating Company may periodically evaluate the demand by Members for the various Accommodations and Cruise Line Vacations and revalue the Resort Points required to reserve any particular Use Periods, Accommodations or Cruise Line Vacations.

7.2 Record of Members. Extraordinary Escapes Operating Company may maintain a record of the names of all Members and the number of Resort Points owned by each Member.

7.3 Amendment of Membership Plan and Guidelines. Extraordinary Escapes Operating Company may amend this Membership Plan and the Guidelines 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 Extraordinary Escapes Operating Company and until the date that such Member has subsequently (i) paid Program Fees (ii) requested a reservation or exchange, or (iii) stayed at an Accommodation. Any amended version of this Membership Plan or the Guidelines may be distributed to the Members by Extraordinary Escapes Operating Company in such manner as it, in its sole discretion, deems appropriate in the circumstances.

7.4 Right to Act Unilaterally. Extraordinary Escapes Operating Company may act through its officers, employees and authorized agents and representatives regarding its operation and management of Extraordinary Escapes and in no circumstance shall it be required to first obtain either the advice or the consent of the Members. Extraordinary Escapes Operating

Company may, however, voluntarily seek the consent or advice of some or all of the Members. Any action of Extraordinary Escapes Operating Company pursuant to the terms of this Membership Plan, the Guidelines, any other Extraordinary Escapes Documents or otherwise shall be taken unilaterally and in its sole and absolute discretion notwithstanding the creation of any advisory board or other groups for purposes of obtaining Member input.

7.5 Unreserved Use Periods and Inventory Management. Extraordinary Escapes Operating Company may, in its sole discretion, 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 Extraordinary Escapes and the Members as a whole as to the use of such unreserved Use Periods. Extraordinary Escapes Operating Company may make such Use Periods available for rental to the Members and on an external basis, or Extraordinary Escapes Operating Company may use such Use Periods for its own purposes, including but not limited to, inspection, promotional use, rental to support Cruise Line Vacations and other Extraordinary Escapes Operating Company programs or any other purpose as Extraordinary Escapes Operating Company may determine. Provided, however, that any such rental or use shall only be permitted by Extraordinary Escapes 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. In addition, to effectively manage inventory, the Extraordinary Escapes Operating Company shall be entitled, but not obligated, to discount the Resort Points normally required for some or all Affiliated Resorts for late availability space and Cruise Line Vacations as the Extraordinary Escapes Operating Company deems expedient or prudent; or offer varying Resort Points discounts if the Extraordinary Escapes Operating Company considers that inventory utilization may be increased or the Extraordinary Escapes Operating Company considers that such action is necessary or beneficial to the overall management of Extraordinary Escapes. When Member inventory is unavailable, the Extraordinary Escapes Operating Company, in its sole discretion, may make available alternative accommodations, although the Extraordinary Escapes Operating Company shall have no obligation to do so.

7.6 Profit of Extraordinary Escapes Operating Company. Extraordinary Escapes Operating Company has the right to make a profit with regard to its management and operations of Extraordinary Escapes.

## **8. LIMITED LIABILITY OF EXTRAORDINARY ESCAPES OPERATING COMPANY.**

8.1 Limitation on Liability. In the event of any loss or damage by a Member through the use of Extraordinary Escapes, any liability of Extraordinary Escapes, Extraordinary Escapes 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 Program Fees paid by the Member for the Use Year in which the loss occurred. In no event shall Extraordinary Escapes, Extraordinary Escapes 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 Extraordinary Escapes works on a space available, first-come first-served basis for available Use Periods in Accommodations and a first-come, first-served basis for Cruise Line Vacations, subject to the exchange reservation request timelines and other procedures outlined within the Guidelines and any 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 Cruise Line Vacation desired by such Member. Extraordinary Escapes Operating Company shall not be liable in the event a Member is not able to make a reservation for an Accommodation or to obtain a Cruise Line Vacation in order to complete an exchange. This Section 8.2 does not affect any statutory rights of a Member.

## **9. EXTERNAL EXCHANGE COMPANIES.**

9.1 Approval of External Exchange Companies. The Extraordinary Escapes Operating Company 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 Extraordinary Escapes Operating Company is prohibited.

9.2 Enrollment. Members may be automatically enrolled as a member of an External Exchange Company for each year of Membership that coincides with the term of the agreement with the External Exchange Company as set forth in the relevant Extraordinary Escapes Documents.

9.3 Payment of Fees. The use of any External Exchange Company is subject to the payment of any Program Fees and Other Charges owing to the Extraordinary Escapes Operating Company and any fees payable to the External Exchange Company.

9.4 Operating Policies. The use of any External Exchange Company is subject to the operating policies and procedures agreed upon from time to time between the Extraordinary Exchange Operating Company and the External Exchange Company.

9.5 No Liability. The Extraordinary Escapes 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.

## **10. GUEST CERTIFICATES.**

10.1 Description of Guest Certifications. Reservation confirmations may be used only by the Member 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.

10.2 Requesting Guest Certificate. A Guest Certificate may be requested only by a Member who either has received a confirmation or is requesting a reservation. The Extraordinary

Escapes Operating Company reserves the right to limit the number of Guest Certificates per Member per Use Year.

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

10.4 Guest Certificate Fee. A fee for each Guest Certificate is chargeable in accordance with the fee levels established by the Extraordinary Escapes Operating Company from time to time.

10.5 Responsibility for Damage. 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 Affiliated Resort, and for the replacement of any items missing from such Affiliated Resort.

10.6 Maximum Occupancy. 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.

10.7 Limitations on Use. The use of a Guest Certificate is subject to any and all conditions or limitations that may be imposed thereon by the Extraordinary Escapes Operating Company from time to time.

10.8 Revocation of Guest Certificate. The Extraordinary Escapes Operating Company 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.

## **11. MISCELLANEOUS.**

11.1 Construction of Membership Plan. Extraordinary Escapes Operating Company shall have the sole right and authority to interpret this Membership Plan, provided that nothing contained herein shall preclude Extraordinary Escapes Operating Company or any Member from the right to judicial construction of any of the terms of this Membership Plan. In the event of any conflict between the terms and provisions of this Membership Plan and of the Guidelines, the terms and provisions of this Membership Plan shall, in all instances, control and prevail. This Membership Plan shall be construed in accordance with the laws of the State of Nevada. This Membership Plan shall be interpreted liberally in favor of an interpretation which will give this Membership Plan full force and effect. Any action brought to enforce the terms or interpret any provision of this Membership Plan 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 Extraordinary Escapes or Extraordinary Escapes Operating Company shall pay their own attorney's and paralegal's fees and all litigation and other costs incurred in connection therewith.

11.2 Severability. In the event any one or more of the phrases, sentences, clauses or paragraphs contained in this Membership Plan should be invalid, this Membership Plan 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.

11.3 Notices and Extraordinary Escapes Operating Company Address. Any written notice required to be given under this Membership Plan and the other Extraordinary Escapes Documents to Members is to be delivered by the postal service addressed to a Member at the postal address last shown on the records of Extraordinary Escapes Operating Company, electronically by email to said Member's email address or by posting on Extraordinary Escapes Operating Company's website. Any written notice required to be given under this Membership Plan and the other Extraordinary Escapes Documents to Extraordinary Escapes Operating Company shall be delivered by first class mail or overnight mail delivery to 6355 MetroWest Boulevard, Orlando, Florida 32835, or such other address as may be identified by Extraordinary Escapes Operating Company by written notification to the Members. Unless otherwise stated in this Membership Plan, 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.

11.4 Ratification by Members. By executing his, her, or its Extraordinary Escapes Documents, each Member shall be deemed to have ratified, confirmed and agreed to be bound by the terms and provisions of this Membership Plan 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 Program Fees or utilization of any of the services provided by Extraordinary Escapes Operating Company or benefits of Membership in Extraordinary Escapes.

11.5 No Recording of Membership Plan. Neither this Membership Plan nor any part hereof shall be recorded in public records of any county or jurisdiction providing for the recordation of documents.

11.6 Trademarks. Extraordinary Escapes is a trademark that may not be used without prior written permission of Extraordinary Escapes Operating Company. Other brand names may be trademarks of their respective owners.



## **Exhibit 2**

### **Extraordinary Escapes MEMBER GUIDELINES**



## **EXTRAORDINARY ESCAPES GUIDELINES**

The following is applicable to all Members of the Extraordinary Escapes exchange program. All capitalized terms used in these Guidelines have the meanings given them in the Extraordinary Escapes Membership Plan. All Members of Extraordinary Escapes are bound by these Guidelines, terms and conditions and the Membership Plan.

### **1. MEMBERSHIP**

- 1.1 **QUALIFICATIONS:** A purchaser of Embarc Resort Points sold by the Developer automatically becomes a Member of the Extraordinary Escapes Membership Plan, unless prohibited by law. Approved purchasers that purchase Resort Points on the resale market may also become Members, as further described in these Guidelines and the Membership Plan but may have limited or restricted benefits.
- 1.2 **RENEWAL:** Membership will be automatically renewed annually unless prohibited by law. An Annual Subscription Fee applies.
- 1.3 **DURATION:** A Membership shall continue only so long as:
  - (a) the Extraordinary Escapes Vacation Program exists;
  - (b) the Member satisfies all Membership requirements and is in good standing in both the Extraordinary Escapes Vacation Program and the Embarc Members Association; and
  - (c) the Member owns at least one Resort Point.
- 1.4 **TERMINATION:** A Membership automatically terminates upon the sale of a Member's Resort Points or as further described in the Membership Plan.

### **2. MEMBERSHIP CATEGORIES**

- 2.1 **QUALIFICATIONS:** Members are categorized based on the number of Resort Points owned. Members in different categories may qualify for additional or different Use Rights within the Extraordinary Escapes Vacation Program.
- 2.2 **PREMIERE AND SIGNATURE MEMBERSHIPS:** A Member with at least 24,000 but not more than 35,950 Resort Points is a "Premiere" Member. A Member with at least 36,000 Resort Points is a "Signature" Member. The Extraordinary Escapes Operating Company may create, rename, or alter these or other categories of Membership from time to time in its sole and exclusive discretion. Members with HGV Max benefits may have different membership levels as described in the HGV Max Benefits section below.
- 2.3 **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:
  - i. **Initial Membership** – Persons who purchase an ownership interest from an HGV Max authorized sales center and join the Extraordinary Escapes Membership Plan after the launch of HGV Max shall automatically receive HGV Max benefits.
  - ii. **Additional Purchase** – Persons who were Members of the Extraordinary Escapes Membership Plan 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 item ii above, shall be grandfathered into certain benefits and programs and may be referred to as "HGV Max Legacy Members".

HGV Max Members and HGV Max Legacy Members are all Members of the Extraordinary Escapes Membership Plan.

### 3. PARTICIPATION

- 3.1 **GOOD STANDING REQUIRED:** All Members must pay the Annual Subscription Fee described in Section 4 and be in good standing with the Embarc Members Association and the Extraordinary Escapes Operating Company to use the Extraordinary Escapes Vacation Program.
- 3.2 **RESERVATION WINDOWS:** The reservation windows for the Extraordinary Escapes Affiliates varies from 4 months to 2 years before check-in. No reservation request for a Use Period may be made earlier than these windows (or such other windows determined by the Extraordinary Escapes Operating Company) in advance of the first day of the desired Use Period. Requests for Cruise Line Vacations will be accepted in accordance with the specific instructions published or otherwise issued to Members from time to time.
- 3.3 **USE PERIOD REQUESTS:** A Member must contact Member Services at 1-800-767-2166 during normal business hours or through Member.EmbarcResorts.com to make a Use Period request. Member Services has complete discretion to refuse to confirm any specific reservation if Member Services determines that confirming such request would be contrary to the intent of the Membership Plan or these Guidelines, or to the best interest of the Members generally.
- 3.4 **CONFIRMATION OF A USE PERIOD AND CANCELLATION POLICY:** Member Services will, subject to availability, provide confirmation of a Use Period and the Member will then authorize the Embarc Members Association to transfer the required Resort Points from the Member's annual usage account for the Use Period. Member Services will also provide, or cause to be provided, specific information concerning arrival and departure dates, applicable taxes and cancellation policy.
- More information concerning cancellation policies, alterations to Use Periods, and "no-show" guidelines are found in the Membership Plan.
- 3.5 **BORROWING AND SAVING RESORT POINTS:** The Extraordinary Escapes Operating Company may, in its sole discretion, publish or post on its website or in the Extraordinary Escapes Documents procedures to borrow or save Resort Points, together with a series of deadlines for borrowing and saving Resort Points and the percentage of Resort Points that may be borrowed and saved up to each deadline. The Extraordinary Escapes Operating Company may, in its sole discretion, effect a temporary suspension of either borrowing or saving or both if it considers such action necessary to preserve the general integrity of the system. More information about saving and borrowing Resort Points is found in the Membership Plan.

### 4. PROGRAM FEES

- 4.1 Program Fees will be due at such time as the Extraordinary Escapes Operating Company determines. Members must have paid their Annual Subscription Fee and Program Fees in full, together with all Resort Fees not included within the Program Fees for all Resort Points owned for a Use Year, to be able to request a reservation in such Use Year.
- 4.2 In addition to the Resort Points and cash supplement (if applicable) to pay for the Use Period, Members will pay the following Program Fees to the Extraordinary Escapes Operating Company:
- (a) An Annual Subscription Fee: Members who purchased Resort Points prior to June 1, 2016 must pay a flat fee, currently set at \$218.00, regardless of Resort Points owned; Members who purchase Resort Points on or after June 1, 2016 must pay a base fee of \$168.00 plus \$0.0065 per Resort Point and Embarc Bonus Point owned, with a minimum total fee of \$218.00; and
  - (b) A Transaction Fee of \$20.00 per night of each confirmed Use Period through an Extraordinary Escapes Affiliate. Such fee is subject to change from time to time.
- 4.3 The Extraordinary Escapes Operating Company reserves the right to adjust the Program Fees from time to time in its sole and exclusive discretion. In certain instances upon check-in to an Accommodation, 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. The Extraordinary Escapes Operating Company reserves the right to charge a

cash supplement for some Use Periods and Accommodations. Annual Subscription Fees are billed annually and will be prorated for the remainder of the calendar year for the first year of Membership.

## **5. ACKNOWLEDGMENTS**

Each Member acknowledges that:

- (a) The Extraordinary Escapes Operating Company has made reasonable efforts to ensure that the Accommodation information published in the Extraordinary Escapes Membership Guide is accurate. The Member acknowledges that the Accommodation facilities, individual rooms, and amenities may vary in size, decor, view, and interior detail from the information contained in the Guide;
- (b) The Extraordinary Escapes Operating Company is not liable for any damage, loss or theft to personal property or for any personal or bodily injury which occurs at an Accommodation or during a Use Period;
- (c) Each Member agrees to comply with all rules and regulations of the Extraordinary Escapes Documents and the Accommodation; and
- (d) Each Member is liable for the cost and expense of any maintenance, repair, or replacement of an Accommodation caused by the negligent or intentional acts of the Member or the Member's guests, family members, tenants, licensees or invitees.

## **6. RESERVATIONS; GUEST CERTIFICATES**

- 6.1 **RESERVATION RESTRICTIONS:** Members may reserve Use Periods at selected Accommodations available through the Extraordinary Escapes Affiliates. Access to the Accommodations may be restricted at times in order to maintain a balance between the demand by Members to reserve a Use Period at an Accommodation available through an Extraordinary Escapes Affiliate, and the demand by a Member of an Extraordinary Escapes Affiliate to reserve a Use Period at an Accommodation available through the Extraordinary Escapes Membership Plan. More details regarding the Accommodations and Use Periods available through the Extraordinary Escapes Affiliates are contained in the Guide and other Extraordinary Escapes Documents.
- 6.2 **GUEST CERTIFICATES:** Members of the Extraordinary Escapes may use Guest Certificates by which guests of the Member may use Accommodations, as further described in the Membership Plan. 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. 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.

## **7. EXTRAORDINARY ESCAPES AFFILIATES**

- 7.1 **DISTINCT ENTITIES:** the Developer, the Embarc Members Association, Destination Xchange, the Extraordinary Escapes Operating Company, and each Extraordinary Escapes Affiliate are separate and distinct entities. The Extraordinary Escapes Operating Company and the Extraordinary Escapes Affiliates do not own, develop, market or sell Resort Points, and are not engaged in a joint venture, partnership or agency relationship with each other or with the Developer. By virtue of Membership, Members do not have any direct membership rights in or ownership of any Accommodation or existing or future Extraordinary Escapes Affiliate.
- 7.2 **AFFILIATION AGREEMENTS:** Upon the termination, suspension, or amendment of an Affiliation Agreement, the rights and privileges of Members to use or access an Accommodation through an Extraordinary Escapes Affiliate may be terminated, suspended, or otherwise affected. The Extraordinary Escapes Operating Company makes no representation or warranty as to the duration or status of any Affiliation Agreement.
- 7.3 **EXTERNAL EXCHANGE COMPANIES:** The Extraordinary Escapes Operating Company may from time to time affiliate the Extraordinary Escapes exchange program with one or more External Exchange Companies.

7.4 DESTINATION XCHANGE: All Members are automatically enrolled in Destination Xchange in the same loyalty tier as Extraordinary Escapes. Members may pay a 7-night Online Exchange Fee varying from \$159-\$199. Please refer to your Member Benefits Directory.

**8. HGV MAX BENEFITS**

Persons may receive HGV Max benefits through the purchase of qualifying ownership interest from an HGV Max authorized sales center.

8.1 HGV MAX TIER LEVELS: Currently, six tier levels of HGV Max benefits exist based upon the number Resort Points attributable to the Member’s qualifying ownership interest(s) as shown below:

Member	Preferred	Preferred +	Premier	Premier +	Centum +
<17,000 points	17,000-21,999 points	22,000-37,999 points	38,000-53,999 points	54,000-99,999 points	100,000+ points

8.2 HGV MAX BENEFITS: A Member who qualifies for or has been granted HGV Max benefits may receive the following benefits (provided such benefits are not anticipated to be available to Members whose Points are attributable to Bluegreen Vacation Club until later in 2025):

(a) Reservations at Hilton Grand Vacations Club Resorts and The Club Resorts. At seven months prior to the desired check-out date, Members may utilize Resort Points to request an exchange into any HGVClub® resort available within the exchange program known as Hilton Grand Vacations Club. HGVClub resorts are those resorts for which Membership in the Hilton Grand Vacations Club program is a condition of ownership. Members may also exchange into any resort available within The Club program operated by HVC International Club, Inc. inclusive of Bluegreen Vacation Club resorts available through The Club program.

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 The Club 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 cancellation of a resort within The Club program is subject to the cancellation policy of that program.

(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 the 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 Guidelines is 1 Point for 16 Hilton Honors points and must be made in increments of 10. For example, 5,000 Resort 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 Resort Points are converted to Hilton Honors points, the transaction is final and Hilton Honors points may not be converted back to Resort Points. The 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 the Hilton Honors Reservations Please refer to the Hilton Honors Program Terms and Conditions for further details governing the Hilton Honors program.

(c) Discounted room rates at participating hotels and resorts within the Hilton portfolio may be available. 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 any Hilton Honors member discount.

- (d) Transaction Fees. No reservation transaction fees when staying at any of the resorts available through Hilton Grand Vacations Club Resorts, The Club or Extraordinary Escapes.
- (e) Ride Share 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 Extraordinary Escapes Operating Company. 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.
- (f) 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 which are subject to change and seasonal operating hours. Resort Credit is not valid toward parking, upgrade fees, taxes or other expenses. Credit only applicable when the named Member is staying at the resort on a reservation made using Points. Credit may not be used outside of a reserved stay or in connection with Guest Certificate stays. Any unused 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.
- (g) 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).
- (h) 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 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. For Members whose date of purchase and Member account creation occur October 1st through the end of the year, the Open Season Credit will be made available for the immediately following year starting January 1st. 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.
- (i) Search Requests. HGV Max Members with Preferred through Centum+ tier status may set up an automated search request for accommodations available within HGVClub, The Club or Extraordinary Escapes. The number of active searches per year is limited by tier level with Preferred and Preferred + Members allowed one active search per year, Premier Members are allowed three active searches per year, Premier + are allowed five active search per year and Centum + are allowed seven active searches per year. Search must be established a minimum of 21 days prior to planned arrival. Search requests only valid for reservations using ClubPoints and are not available for Open Season rental reservation requests.
- (j) Accommodation Upgrade. At the time of bookings, Members may be eligible to upgrade reserved accommodations by one unit type for a fee. Fees and permitted number of upgrades per night vary by tier level.
- (k) 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 Extraordinary Escapes Operating Company with or without notice. There is no cash value or redemption available for unused benefits.

HGV Max benefits are not available to persons who acquire a Membership via the secondary resale market. The Extraordinary Escapes Operating Company 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 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.

## **9. TRANSFER OF A MEMBERSHIP**

- 9.1 An individual who purchases or is conveyed Resort Points from an individual or entity other than the Developer may become a Member only as described in the Membership Plan.

## **10. ACCOMODATION USE RESTRICTIONS**

- 10.1 Each occupant of an Accommodation and each user of a Cruise Line Vacation shall comply at all times with the provisions of all internal rules and local regulations of the Affiliated Resort or Affiliated Program; all rules and regulations applicable to the use of the Cruise Line Vacation; and all laws, statutes and regulations of the local, municipal, county and state jurisdictions in which the Affiliated Resort, Affiliated Program, or Cruise Line Vacation, as the case may be, is/are located or is/are otherwise applicable.
- 10.2 Use and occupancy of each Accommodation shall be strictly in accordance with the provisions of these Guidelines and Extraordinary Escapes Documents.
- 10.3 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. A maximum of 29 consecutive nights on the same reservation applies.
- 10.4 Each occupant shall comply with such procedures for reporting such occupant's departure from any Affiliated Resort or return/departure of/from any Cruise Line Vacation and for discharging any bills that may have been incurred during the occupancy.
- 10.5 No occupant shall alter, damage, interfere with or do anything likely to lower the value or attractiveness or appearance of any Accommodation, or of any of the common areas or of any furnishings, fixtures or fittings therein. Any damage will be billed as Other Charges.
- 10.6 No occupant shall do or permit to be done anything in an Accommodation which shall be or tend to be a nuisance or annoyance to any other person lawfully entitled to enjoy the applicable Accommodation, or engage in conduct determined by the Extraordinary Escapes Operating Company to be unbecoming a Member of the Extraordinary Escapes, 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.
- 10.7 No occupant shall keep any animal, bird, fish or other livestock in any Accommodation, except such animals that assist persons with disabilities, e.g., service animals, pursuant to the rules and regulations of the individual Affiliated Resorts, Affiliated Programs, and Cruise Line Vacations.
- 10.8 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. The occupants of Accommodations shall not make use thereof for any purpose from which a nuisance can arise to other occupiers 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 Extraordinary Escapes Vacation Program, the Affiliated Resorts, the Affiliated Programs, or the Extraordinary Escapes Operating Company without the express written permission of the Extraordinary Escapes Operating Company.

- 10.9 The windows of any Accommodation shall not be darkened or obstructed other than by the use of the curtain material or internal blinds provided.
- 10.10 Except for Affiliated Resorts where expressly permitted, clothes or other articles shall not be hung or exposed anywhere outside any Accommodation or in any position visible from outside the building in which the Accommodation is located.
- 10.11 No occupant shall throw dirt, garbage, rags or any other deleterious material from the windows or balconies of any Accommodation, or deposit such items into sinks, bathtubs, toilets and other pipes or conduits of an Accommodation.
- 10.12 No occupant shall allow any music or singing whether by instrument or voices, radio, television or other means in any Accommodation 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 between 11:00 p.m. and 9:00 a.m. or during other times that may be designated by the Affiliated Resort management company or the provider of the Cruise Line Vacation.
- 10.13 No occupant shall obstruct the private roadway, passageways or pedestrian walkways or disabled access points serving the Accommodation or use them for any other purpose than for access to or egress from the Accommodation which the occupant is entitled to use.
- 10.14 No occupant shall store in any Accommodation or near thereto any inflammable or explosive material.
- 10.15 No occupant shall display any signs, advertising, banners, flags or the like in any Accommodation.
- 10.16 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.
- 10.17 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](http://club.hiltongrandvacations.com). Failure to abide by occupancy restrictions may result in additional charges or denial of access.
- 10.18 Unless specific arrangements are made prior to check-in, no minor will be permitted to check-in unless accompanied by an adult. Minors shall be considered to be persons not of legal age, generally less than eighteen (18) years of age.
- 10.19 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.
- 10.20 Arrival and departure must comply with established check-in and check-out restrictions at the resort. Members who plan to arrive after a resort's designated check-in time must contact the resort directly in advance to determine whether late check-in is available or to request late check-in arrangements. Members who have not checked-in at least forty-eight (48) hours after scheduled check-in and who have not notified the resort of such late arrival are considered a "no-show" and their reservation may be cancelled, and all points and fees shall be forfeited.
- 10.21 In the event accommodations become unavailable during a stay or in connection with a future reservation due to a natural disaster, act of God, war, terrorism, civil unrest, pandemic or any other event beyond the control of Extraordinary Escapes Operating Company, neither Extraordinary Escapes Operating Company nor its affiliates shall be liable for any resulting cancellations, evacuations or loss of services. All reservations shall be subject to the cancellation policy and alternative accommodations may not be available.
- 10.22 Members and their guests may not use resort property benefits or services except during a confirmed stay. Non-resident guests visiting a Member or guest on property during a such Member or guests' reserved stay must register with the resort check-in desk. 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.

## 11. GENERAL

- 11.1 **INTERPRETATION:** These Guidelines shall be construed according to the laws of Florida. Each Member consents to the exclusive subject matter and personal jurisdiction of Florida. In the event of litigation between the parties, the prevailing party shall be entitled to all costs incurred, including reasonable attorney fees.
- 11.2 **NO COMMERCIAL PURPOSE; MEMBER RENTALS:** A Member is prohibited from renting an Accommodation pursuant to these Guidelines and Extraordinary Escapes Documents. Further, the use of Resort Points to reserve Accommodations or Cruise Line Vacations for commercial purposes or for any other purpose other than the personal use of the Member or the Member's family and guests is prohibited. A Member's use of public advertising or an online website to seek renters shall be deemed a prohibited commercial use. The Extraordinary Escapes Operating Company, its affiliates, assigns, and designees are specifically exempted from this restriction, and are entitled to use their reserved Accommodations for promotional, rental, or other commercial purposes.
- Subject to the restrictions described herein, no prior approval is required from the Extraordinary Escapes Operating Company for the Member to allow a guest to use an Accommodation after the Member has obtained a confirmed reservation and Guest Certificate. A Guest Certificate may be requested only by a Member who either has received a confirmation or is requesting a reservation. The Extraordinary Escapes Operating Company reserves the right to limit the number of Guest Certificates per Member per Use Year. Members will be responsible for the acts or omissions of such guests, including the failure to pay charges incurred at the Affiliated Resort or with respect to the Cruise Line Vacation.
- 11.3 **CURRENCY:** All monetary amounts described in these Guidelines and the Membership Plan are in United States dollars.
- 11.4 **PERSONAL INFORMATION:** The Extraordinary Escapes Operating Company and each of its agents, affiliates and service providers, and each of their assigns, may collect, use and disclose the Personal Information of the Member for any purpose set forth in the privacy policy available at [hiltongrandvacations.com](http://hiltongrandvacations.com), as otherwise consented to in writing by the Member, or any other purpose not prohibited by law. To the extent that the Member provides the Extraordinary Escapes Operating Company or its affiliates with Personal Information about another individual, the Member represents that he or she has the authority and/or has obtained all necessary consents from such individuals to enable the Extraordinary Escapes Operating Company and its affiliates to collect, use and disclose such Personal Information for the purposes described above. Any consent given by the Member will continue, unless the Member provides reasonable notice that such consent is withdrawn, as described in the privacy policy.
- 11.5 **ELECTRONIC CORRESPONDENCE:** Each Member acknowledges and agrees that the Extraordinary Escapes Operating Company may, on occasion, offer various products and services through electronic correspondence or telemarketing programs and each Member consents to such solicitation through text messages or SMS messages, electronic mail, automatic dialing equipment and/or pre-recorded messages.
- 11.6 **CHANGE OF TERMS:** The Extraordinary Escapes Operating Company reserves the right to change the terms and conditions of the Extraordinary Escapes Membership Plan, including the Use Rights and Resort Point values for Use Periods and Accommodations, without notice and in its sole and exclusive discretion. The Extraordinary Escapes Operating Company may add or delete Use Periods, participating Accommodations, Use Rights, and Extraordinary Escapes Affiliates without notice and in its sole and exclusive discretion. In addition, the Extraordinary Escapes Operating Company reserves the right to limit Use Periods for the efficient operation of the Extraordinary Escapes Vacation Program.
- 11.7 **TERMINATION:** The Extraordinary Escapes Operating Company may terminate the Extraordinary Escapes Vacation Program on one year's prior written notice for any reason or for no reason. The Extraordinary Escapes Operating Company may, at its sole and exclusive discretion, also refuse to renew the Membership of a Member, or otherwise suspend or terminate a Membership, as further described in the Membership Plan.
- 11.8 **LIMITATION:** The Extraordinary Escapes Operating Company's liability to any Member is limited as described in the Membership Plan.

- 11.9 ROOM ALLOCATION: Should a Member elect to alter his or her room category upon arrival at the Accommodation, that Member must make his or her own arrangements with the participating resort and assume all additional fees levied. Special requests concerning room amenities and location can be transmitted to the participating Extraordinary Escapes Affiliate, however, the requests do not constitute, on any account, a confirmation. All requests for modifications to the reservation are subject to availability.
- 11.10 WAIVER OF GUIDELINES: The Extraordinary Escapes Operating Company may waive or suspend any of these Guidelines on a case-by-case basis in the actual operation and management of the Extraordinary Escapes Membership Plan to the extent determined reasonable by the Extraordinary Escapes Operating Company.
- 11.11 APPLICABILITY OF GUIDELINES: One or more of these Guidelines may not apply to certain classes of Members, as more particularly described in the Extraordinary Escapes Documents or other documents pertaining to that class of Members.
- 11.12 REVISIONS TO GUIDELINES AND EFFECTIVE DATE: These Guidelines are effective as of July 8, 2025. Copies of any amendments to these Guidelines will be posted at [hiltongrandvacation.com](http://hiltongrandvacation.com).



## **Exhibit 3**

### **Extraordinary Escapes STATEMENT OF KEY OPERATING STATISTICS**



**EXTRAORDINARY ESCAPES CORPORATION**  
**STATEMENT OF KEY OPERATING STATISTICS**  
**YEAR ENDED DECEMBER 31, 2024**



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## INDEPENDENT ACCOUNTANTS' REPORT

The Board of Directors  
of ExtraOrdinary Escapes Corporation

We have examined the accompanying statement of key operating statistics and the related notes of ExtraOrdinary Escapes Corporation for the year ended December 31, 2024. ExtraOrdinary Escapes Corporation'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 ExtraOrdinary Escapes Corporation's financial position.

Our examination does not provide a legal determination on ExtraOrdinary Escapes Corporation's compliance with rules and regulations of the Time-Sharing Acts of the States. It is the responsibility of ExtraOrdinary Escapes Corporation 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, 2024, 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 ExtraOrdinary Escapes 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.



MYERS, BRETTHOLTZ & COMPANY, PA  
Fort Myers, Florida  
May 23, 2025

EXTRAORDINARY ESCAPES CORPORATION  
STATEMENT OF KEY OPERATING STATISTICS  
FOR THE YEAR ENDED DECEMBER 31, 2024

The number of purchasers enrolled in the exchange program at year-end.	6,410
The number of accommodations and facilities that have affiliation agreements with the exchange program at year-end.	62
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.	100%
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.	7,182
The number of exchanges confirmed by the exchange program during the year.	16,958

**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.

EXTRAORDINARY ESCAPES CORPORATION  
NOTES TO STATEMENT OF KEY OPERATING STATISTICS  
DECEMBER 31, 2024

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

ExtraOrdinary Escapes Corporation (“EE”), a Delaware Corporation formed on November 25, 1998, is an exchange company offering an exchange program and related travel benefits to owners of the Embarc Members Association. EE 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 statement of key operating statistics include exchange statistics of EE, 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

A purchaser of resort points sold by Embarc automatically becomes a member. Membership automatically renews annually unless prohibited by law. A membership continues only so long as:

- The EE vacation program exists.
- The member satisfies all membership requirements and is in good standing in both the EE vacation program and Embarc Members Association (the “Club”).
- The member owns at least one resort point.

Membership automatically terminates upon the sale/transfer of a membership in the Club.

EXTRAORDINARY ESCAPES CORPORATION  
NOTES TO STATEMENT OF KEY OPERATING STATISTICS  
DECEMBER 31, 2024

Exchange Requests

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

The statistics included in the statement of key operating statistics were computed using only the number of requests properly applied for in accordance with instructions furnished by EE 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.

Outstanding Obligation

Following the member's first use year anniversary, the member may bank all or a portion of their points from one use year into the subsequent use year. The member must notify member services of their decision to bank points at least four months prior to the end of the current use year. All banking transactions are final and cannot be cancelled. If points from the current year are banked, they must be used by the end of the subsequent use year or they expire. There is currently no fee for banking points.

Since usage within EE 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, 2024.

**NOTE 3 - AFFILIATION AGREEMENTS**

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

**EXTRAORDINARY ESCAPES CORPORATION**

**6355 MetroWest Boulevard  
Orlando, FL 32835**

**RECEIPT FOR EXCHANGE DOCUMENTS**

**I (WE) HEREBY ACKNOWLEDGE RECEIPT FROM EXTRAORDINARY ESCAPES CORPORATION COPIES OF THE EXTRAORDINARY ESCAPES® DISCLOSURE STATEMENT (DATED  JULY 2025 ).**

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

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**Signature**

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