

SETTLEMENT AGREEMENT

This settlement agreement (the "Settlement Agreement") is made by and among individual and representative plaintiffs David Reeves, Billie Reeves, Anastasios Plevrakis, Allison Plevrakis, Amphon Johnson, and Alfreino Johnson (collectively, "Plaintiffs"), on behalf of themselves and the Settlement Class (as defined herein), and defendants RCI, LLC, a Delaware limited liability company ("RCI"), Zealandia Holding Company, Inc., a Nevada corporation ("ZHC"), Festiva Orlando Resort Homeowners Association, Inc. f/k/a Celebration World Resort Owners Association, Inc., a Florida non-profit corporation (the "Association"), Patton Hospitality Management, Inc. f/k/a Festiva Management Group, LLC, a Nevada limited liability company ("PHM"), and B.L. Vacation Ownership, Inc. ("B.L. Vacation"), by and through their respective counsel and representatives, as of the 11th day of December, 2015 subject to Court approval, to settle and compromise the claims that were or could have been asserted by Plaintiffs and/or the Settlement Class pursuant to the terms and conditions set forth below.

RECITALS

WHEREAS, on March 1, 2013, plaintiffs David Reeves and Billie Reeves, individually and as proposed representatives of all persons similarly situated, filed a Class Action Complaint (the "Complaint") against RCI, ZHC, the Association, and B.L. Vacation, in the Circuit Court for the Ninth Judicial Circuit Court in and for Osceola County, Florida, Civil Action Division, entitled *Reeves v. Zealandia Holding Company, Inc., et al.*, Civil Action No. 13-CA-886-MF, asserting claims for violation of the Declaration of Covenants, Conditions and Restrictions for Celebration World Resort, A Vacation Ownership Resort (Counts I & III against the Association, Counts II and IV against the Association and Count IX against B.L. Vacation), breach of fiduciary duty (Count V against the Association, Count VI against ZHC and Count IX against

B.L. Vacation), breach of contract (Count VII, against RCI), violation of the Florida Vacation Plan and Timesharing Act (Count VIII, against RCI), and unjust enrichment (Count X, against B.L. Vacation), based on allegations arising out of the sale of timeshare interests at the Festiva Orlando Resort, f/k/a Celebration World Resort located in Orlando, Florida (the "Resort"); and

WHEREAS, on April 11, 2013, B.L. Vacation filed a notice of removal and the Complaint was transferred to the United States District Court for the Middle District of Florida, Orlando Division, Docket No. 6:13-cv-00597-JA-TBS; and

WHEREAS, ZHC, the Association, and B.L. Vacation subsequently filed motions to dismiss the Complaint, and RCI filed an answer to the Complaint in which RCI denied the allegations and each and every claim asserted therein; and

WHEREAS, on June 11, 2013, Plaintiffs filed an Amended Complaint (the "Amended Complaint") adding plaintiffs Anastasios Plevrakis, Allison Plevrakis, Amphon Johnson, and Alfreino Johnson and defendants Celebration World Resort Marketing, Ltd. ("Celebration") and PHM as parties, and asserting claims for common law fraud (Count I, against Celebration and B.L. Vacation), breach of fiduciary duty (Counts II against the Association and Count VII against PHM), violation of the Florida Deceptive and Unfair Practices Act (Count III against RCI), civil conspiracy (Counts IV against RCI, the Association, Celebration, B.L. Vacation and Count VIII against RCI, the Association, Celebration, BL Vacation and ZHC), violation of the Racketeer Influenced and Corrupt Organizations Act (Count V Celebration and B.L. Vacation and Count VI against Celebration, the Association, RCI and B.L. Vacation), and unjust enrichment (Count IX, against ZHC); and

WHEREAS, on June 12, 2013, the Court denied the pending motions to dismiss the Complaint as moot; and

WHEREAS, B.L. Vacation, RCI, ZHC, the Association, and PHM subsequently filed motions to dismiss the Amended Complaint; and

WHEREAS, on September 9, 2013, Plaintiffs filed a request for the entry of default against Celebration; and

WHEREAS, on September 20, 2013, before deciding the pending motions to dismiss the Amended Complaint and request for the entry of default against Celebration, the Court administratively closed the Action pending the outcome of ongoing settlement negotiations; and

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation of the facts, analyzed the relevant legal issues, reviewed relevant documents; and

WHEREAS, Plaintiffs have weighed the potential risks and costs associated with continued prosecution of the Action against the benefits of this Settlement Agreement; and

WHEREAS, the Settling Defendants (as defined herein) have conducted their own investigation of the facts and legal issues and deny the factual allegations in the Amended Complaint and deny any and all liability with respect to the claims alleged therein; and

WHEREAS, the Settling Defendants have weighed the potential risks and costs associated with continued litigation of the Action against the benefits of this Settlement Agreement; and

WHEREAS, Plaintiffs and the Settling Defendants (each, a "Party" and collectively, the "Parties") and their respective counsel believe, in consideration of all the circumstances and after substantial arms' length negotiations between counsel, that the Parties' respective interests are best served by entering into this Settlement Agreement, and that this Settlement Agreement is fair, reasonable, adequate and in the best interests of the Settlement Class; and

WHEREAS, the Parties intend that this Settlement Agreement will resolve all claims and

disputes between the Settlement Class and Settling Defendants that were or could have been raised by Plaintiffs in the Action, such that the Action shall be settled and compromised as between Plaintiffs (on behalf of themselves and all members of the Settlement Class) and the Settling Defendants, subject to Court approval after a hearing, as provided for in this Settlement Agreement, and a Final Order shall be entered dismissing the Action with prejudice as to the Settling Defendants.

NOW THEREFORE, in consideration of the foregoing facts and the mutual covenants contained herein and intending to be legally bound hereby, and without admitting any of Plaintiffs' allegations, the Parties hereby agree as follows.

I. DEFINITIONS

The following definitions apply to the capitalized terms used in this Settlement Agreement, including the Recitals and sections below, and any attachments hereto. Capitalized terms in this Settlement Agreement shall have the meanings ascribed to them in these Definitions. Capitalized terms that are not defined in this Settlement Agreement shall have the meaning designated in the RCI Terms and Conditions (as defined below).

A. "Account Holder" means an individual or individuals that own(s) a Vacation Ownership Interest or traded a VOI for a membership in the Festiva Adventure Club, in connection with his/their VOI enrolled into the RCI Points Exchange Program, and is/are a Settlement Class Member. An Account Holder can be comprised of more than one Settlement Class Member if such Settlement Class Member jointly owned their VOI and enrolled in the RCI Points Exchange Program.

B. "Action" means the litigation filed by Plaintiffs in the Circuit Court for the Ninth Judicial Circuit Court in and for Osceola County, Florida, Civil Action Division, styled *Reeves v.*

Zealandia Holding Company, Inc., et. a., Civil Action No. 13-CA-886-MF, that was subsequently removed to the United States District Court for the Middle District of Florida, Orlando Division, Case No. 6:13-cv-000597-JA-TBS.

C. “Business Day” means any day that is not a Saturday, Sunday, or a federal holiday in the United States of America.

D. “Certificate” means a credential allowing Account Holders to access and reserve all available one-week inventory at PHM managed resorts on the website www.vacationcondos.com, or another equivalent website sited and managed by PHM.

E. “Claim Form” means the form that is annexed to this Settlement Agreement as Attachment “1.”

F. “Claims Administration” means the processing of claims, requests for exclusion, correspondence, and inquiries received from Settlement Class Members by Settling Defendants and/or a Claims Administrator that may be retained by the Settling Defendants.

G. “Claims Administrator” means such claims administrator as may be selected by the Settling Defendants and agreed to by Class Counsel.

H. “Class Counsel” means the Finn Law Group, P.A.

I. “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration.

J. “Court” means the United States District Court for the Middle District of Florida, Orlando Division, or in the event that an issue is appealed, the United States Court of Appeals for the Eleventh Circuit.

K. “Dispute” means any claim or other matter in controversy arising out of or related to this Settlement Agreement, or the breach, implementation or performance thereof.

L. “Effective Date” means the date five (5) calendar days from the first date after which all of the following events and conditions have been met or occurred:

1. All parties or their competent representatives have executed this Settlement Agreement;
2. The Court, by entry of an appropriate order, has preliminary approved this Settlement Agreement, the settlement terms set forth herein, and the method for providing notice to the Settlement Class members and the claims process and (“Preliminary Approval”); and
3. The Court has entered the Final Order formally and finally approving this Settlement Agreement, without material alteration, and releasing the Released Parties from the Released Claims and dismissing with prejudice, and without leave to amend, the Released Claims, except as to those Settlement Class members who timely request exclusion, and the Final Order is fully enforceable and the time for any appeals has expired, and as to which no appeal, petition for certiorari, or other proceedings for re-argument, rehearing or reconsideration shall then be pending.

M. “Execution Date” means the earliest date upon which all of the Parties (or their authorized representatives) have executed this Settlement Agreement.

N. “Festiva Adventure Club” and/or “FAC” mean that certain vacation club managed by PHM further defined in the Amended and Restated Trust Agreement recorded in the Official Public Records in and for Osceola County, Florida in Book 04212 at Pages 0041, et. seq. and all amendments thereto.

O. “PHM Weeks” means vacation weeks available for PHM managed resorts through vacationcondos.com, or another equivalent website owned and managed by PHM, and accessible through Certificates.

P. “Final Order” means the Final Approval Order and Judgment approving this Settlement Agreement and the compromise and settlement memorialized herein.

Q. “Maintenance Fees” means any properly levied assessments by the Association

against owners of Vacation Ownership Interests.

R. “Person” means an individual, a corporation, a partnership, a joint venture, an association, a trust, any other entity or organization, or any federal, state or local government or any governmental or quasi-governmental body or political subdivision or any agency, department, board or instrumentality thereof.

S. “RCI Available Inventory” means Vacation Time that is utilized in the Network as a 7-day stay (as opposed to some number of individual nights) and is available for exchange within ninety (90) days of the start-date. RCI Available Inventory excludes Inventory at an Affiliated Resort that does not permit use to individuals who are not members of RCI.

T. “RCI Bonus Week” means a travel credit to a Member, in a manner to be determined by RCI, that entitles an eligible Settlement Class Member to utilize one week of RCI Available Inventory subject to this Settlement Agreement and the RCI Terms and Conditions.

U. “RCI Disclosure Guide” means the current Disclosure Guide to the RCI Points Exchange Program available at www.rci.com, which is subject to change as specified therein. The pertinent pages of the Disclosure Guide are annexed to this Settlement Agreement as Attachment “2.”

V. “RCI Terms and Conditions” means the current Terms and Conditions of RCI Points Subscribing Membership available at www.rci.com, which are subject to change as specified therein. The RCI Terms and Conditions are annexed to this Settlement Agreement as Attachment “3.”

W. “Resort Defendants” means ZHC, the Association and PHM, collectively.

X. “Released Claims” means any and all claims, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, liens, contracts,

liabilities, agreements, costs, or expenses, of any nature whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist by any and all Plaintiffs, Account Holders, and/or Settlement Class Members against the Released Parties (i) arising out of or related to the reduction of Points from RCI accounts subject to the RCI Terms and Conditions and/or (ii) based on any facts, transactions, occurrences, conduct, representations, or omissions that were or could have been alleged in the Action that occurred prior to the Execution Date. “Released Claims” does not include any failure by the Settling Defendants to fully comply with the terms of this Settlement Agreement.

Y. “Released Parties” means the Settling Defendants and all of their past and present officers, directors, servants, sureties, attorneys, employees, controlling or principal shareholders, members, general or limited partners or partnerships, parents, subsidiaries, divisions, affiliates (*i.e.*, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Settling Defendants), insurers, and all successors or predecessors in interest, assigns, or legal representatives, solely in their respective capacities as such. Released Parties shall specifically include, without limitation, the Settling Defendants and the following entities: Zealandia Capital, Inc.; Festiva Development Group, Inc.; CS CWR Holding, LLC; Main Street Inn, LLC; Pelican Resort Atrium N.V.; Stormy Point Resort, LLC; Peppertree Vacation & Travel Club, Inc.; Paradise Harbour Ltd.; Ocean Atlantic Property Management, Inc.; Ocean City Coconut Malorie Resort, Inc.; Escapes Travel Choices, LLC; Komas Group International, Inc.; KGI Destinations, LLC; Key West Coconut Malorie Resort, Inc.; Orlando Resort Development Group, Inc.; Ocean Development Group, Inc.; ETour and Travel, Inc.; Resort Travel & Xchange, Inc.; Festiva Management Ltd.; Vacation Weeks, LLC; Resort Management Services, Inc.; Festiva Sailing Vacations, Inc.; Camel Development,

Inc.; Festiva Insurance Services, Ltd.; Festiva Marketing Group, Ltd.; Festiva Cruise Club, Ltd.; The Cruise Club Fleet, Ltd.; Festiva Real Estate Holdings; Church Street, LLC; Oakwater Phase II, LLC; Zealandia Holdings, LLC; Carolina Resort Services, LLC; The Berkley Group, Inc.; and Wyndham Worldwide Corporation. The Released Parties do not include Celebration.

Z. “Resort” means the timeshare plan known as “Festiva’s Orlando Resort,” f/k/a “Celebration World Resort.”

AA. “Settlement Class” means all Persons (1) who purchased a Vacation Ownership Interest at the Resort; (2) who, using their VOI, enrolled in the RCI Points Exchange Program; (3) whose RCI Points associated with their VOI were reduced by at least 25,000 RCI Points in 2013; and (4) who continue to own their VOI or traded their VOI for a membership in the Festiva Adventure Club. Excluded from the Settlement Class are: Defendants; all present or former officers and/or directors of Defendants; Class Counsel; the Judge of this Court and the Judge’s family and staff; Defendants’ counsel of record; and all persons who make a timely and valid election to be excluded from the Settlement Class in accordance with the provisions of the Notice to the Settlement Class.

BB. “Settlement Class Member” means any Person that falls within the definition of the term Settlement Class and does not validly and timely elect exclusion from the Settlement Class under the conditions and procedures for exclusion as determined by the Court and described in any notice approved by the Court.

CC. “Settling Defendants” means, collectively, RCI, ZHC, PHM, the Association, and B.L. Vacation. The term “Settling Defendants” excludes Celebration and all its agents, attorneys, employees, successors, and assigns.

DD. “Use Year” means the recurring twelve (12) month period which determines the

commencement date and the expiration date of an Account Holder's Certificate.

EE. "Vacation Ownership Interest" and/or "VOI" mean the ownership in fee simple of an undivided interest as a tenant in common with the other owners at the Resort.

II. SETTLEMENT BENEFITS

Settling Defendants shall offer benefits to Settlement Class Members, subject to the terms and conditions set forth below (collectively, the "Class Benefits"), as follows:

A. Benefits to be Provided by The Resort Defendants

The Resort Defendants will provide Account Holders who do not opt out of the settlement with two options: (1) an option to deed their timeshare interest back to the Resort Defendants or an affiliate of any Resort Defendant (the "Deedback Option"), or (2) vacation benefits (the "Vacation Benefit Option"). The Deedback Option is discussed in Section II(A)(1) below. The Vacation Benefit Option is discussed in Section II(A)(2) below. Account Holders will be entitled to either the Deedback Option or the Vacation Benefit Option, not both. Account Holders who are delinquent on their promissory note payments or Maintenance Fees, and choose not to cure any deficiencies as described herein, are eligible to be Class Members but are not eligible for any benefits provided by the Resort Defendants.

1. The Deedback Option.

a. The Deedback Option. Eligible Account Holders can elect to convey their VOI to a Resort Defendant or one of its affiliates. After the effective date of the deed conveying the VOI, the Account Holder(s) will no longer own their VOI so they will not be able to use the VOI for vacations at the Resort or within the Network. As a result, they will no longer be responsible for any obligations owed to the Resort Defendants related to the VOI, including the obligation to pay future Maintenance Fees.

b. Eligibility for the Deedback Option. Account Holders who have exchanged their VOI for membership in the Festiva Adventure Club are not eligible for the Deedback Option. The effective date of an Account Holder(s)' deed conveying their VOI to a Resort Defendant, or an assignee, will be no earlier than December 26, 2015. Account Holders can only select the Deedback Option if they have fully paid for their VOI, retired all debt financing associated with the purchase of the VOI, and paid all Maintenance Fees levied by the Association up to and through the Association's 2015 budget process. However, Account Holders who have an outstanding promissory note for their VOI are eligible for the Deedback Option if the Account Holder satisfies any outstanding indebtedness on their promissory notes and any outstanding Maintenance Fees within the timeframes set forth in Section (II)(A)(1)(c). Account Holders will not be required to pay Maintenance Fees necessary to fund the costs and expenses identified in the Association's 2016 budget or budgets for subsequent years, or otherwise incurred in 2016 or subsequent years, unless otherwise provided for in this paragraph. However, if Account Holders have already paid their 2016 Maintenance Fees, those Maintenance Fees will not be refunded, but Account Holders will be eligible to use their VOI for 2016, and the effective date of their deed will be no earlier than December 26, 2016. If Account Holders have made reservations utilizing their VOI for any future year(s) (either at the Resort or with RCI using RCI Points associated with the VOI), they will also have to pay the Maintenance Fee for any year(s) for which they have used their VOI.

c. Right to Cure Deficiency for Eligibility of the Deedback Option. Notwithstanding the eligibility requirements for Class Members to choose the Deedback Option set-forth in Section II(A)(1)(b), if an Account Holder would like to select the Deedback Option but is delinquent on their Maintenance Fees, has not paid the Maintenance Fees for any future

year(s) for which they have used their VOI (either at the Resort or with RCI using RCI Points associated with the VOI), and/or has an outstanding promissory note, the Account Holder can: (1) pay any delinquent Maintenance Fees and any Maintenance Fees associated with any future year(s) for which they have used their VOI within 60 days of the date of the Preliminary Approval and (2) satisfy any outstanding promissory note obligations within 90 days from the Preliminary Approval. If an Account Holder pays their delinquent Maintenance Fees, any required future Maintenance Fees, and/or satisfies their promissory notes, ZHC's subsidiary will waive any collection fees related to note payments and Maintenance Fees, and the Association will waive any interest, late fees or collection costs on past due Maintenance Fees. Notwithstanding the terms of this paragraph, Account Holders who have exchanged their VOI for membership in the Festiva Adventure Club are not eligible for the Deedback Option.

d. The Deedback Option Procedures. To elect the Deedback Option, the Account Holders will be required to select the "Deedback Option" on the Claim Form, sign the Claim Form and return it to the address provided on the Claim Form, so that it is received by Settling Defendants or postmarked by ninety (90) days after the Notice Date (as defined in Section IV(B)). Any Claim Form that does not include the signature of each Class Member making up an Account Holder will be considered invalid, and such Class Members who make up an Account Holder will not be eligible for the Deedback Option. Within 60 days of the Effective Date, the Resort Defendants will prepare the necessary deeds, and send them to the Account Holders who have elected the Deedback Option with necessary instructions for executing and returning them. Account Holders who elect the Deedback Option must return the signed deed to the Resort Defendants for recording within 45 days of receiving the deed from the Resort Defendants. The Resort Defendants will record the deeds and pay the associated recording fees.

An Account Holder's election of the Deedback Option is irrevocable. If a Class Member elects the Deedback Option and receives a deed from the Resort Defendants but does not return the signed deed, the Resort Defendants will still be entitled to the releases set forth herein and the Class Member will not be entitled to elect the Vacation Benefits Option. Additionally, notwithstanding anything to the contrary contained herein, if any deed returned by any Account Holder is deficient in anyway, including but not limited to not being properly notarized or not containing the requisite number of signatures to effectuate a complete transfer of the applicable VOI to the affiliate of any Resort Defendant, the Resort Defendants will notify the Account Holder of the deficiencies. If the Account Holder corrects the deficiencies and returns the corrected deed to the Resort Defendants within 30 days from the date of the Resort Defendants' mailed notice, the Resort Defendants will accept the transfer and record the deed. However, if the Account Holders do not correct the deficiency and return the corrected deed within 30 days of the Resort Defendants' mailed notice, the Resort Defendants shall not be obligated to accept the transfer and record the deed, but shall still be entitled to the releases set forth herein and the Class Member will not be entitled to elect the Vacation Benefit Option.

e. The Effect of the Deedback Option on an Account Holder's RCI Membership. RCI Points associated with the Account Holder's VOI will not be allocated to the Account Holder's RCI Points account on or after the Effective Date. In addition, if the Account Holder has used or plans to use any portion of the RCI Points associated with the Account Holder's VOI that have been allocated to the Account Holder's RCI Points account on or before the Effective Date, the Account Holder must pay the Maintenance Fees to the Association associated with the VOI for usage of those RCI Points. Any unused RCI Points associated with the VOI for which the Account Holder has not paid Maintenance Fees to the Association will be

removed from the Account Holder's RCI Points account on or after the Effective Date. Nothing in this Section II(A)(1) shall supersede the RCI Terms and Conditions, which remain in full force and effect.

2. The Vacation Benefits Option.

a. Eligibility for the Vacation Benefits Option. If an Account Holder does not opt out of the Settlement Class, does not affirmatively elect the Deedback Option, is current on their Maintenance Fees and promissory note payments (if any) as of the Effective Date, and returns the Claim Form discussed in Section IV(A)(9) below, the Account Holder will receive the Vacation Benefits Option. Account Holders who have exchanged their VOI for membership in the Festiva Adventure Club are eligible for the Vacation Benefits Option provided they remain current on all payment obligations in connection with their membership in the Festiva Adventure Club, including but not limited to any note payments or maintenance fee payments, through the use of their PHM Weeks.

b. Right to Cure Deficiency for Eligibility of the Vacation Benefit Option. Notwithstanding the eligibility requirements for Class Members to choose the Vacation Benefit Option set forth in Section II(A)(2)(a), if an Account Holder would like to receive the Vacation Benefits Option but has delinquent Maintenance Fees and/or promissory note payments in connection with their VOI or Festiva Adventure Club membership, the Account Holder can pay any delinquent Maintenance Fees and promissory note payments within 60 days of the date of the Preliminary Approval to become eligible to receive the Certificates. If an Account Holder pays their delinquent Maintenance Fees and any delinquent promissory note payments, ZHC's subsidiary will waive any collection fees related to note payments, and the Association will waive any interest, late fees or collection costs on past due Maintenance Fees. Account Holders are required to remain current on their promissory note payments and Maintenance Fees as to

their VOI or FAC membership, as applicable, through the last day they utilize their PHM Weeks to be eligible for the Vacation Benefits Option. The Resort Defendants will mail written notice to the Class Members if their promissory note payments or Maintenance Fees become delinquent. If the Class Members do not pay any delinquent promissory note payments or Maintenance Fees within 30 days from the date that the Resort Defendants mail the written notice, the Class Members' right to receive the vacations benefits set forth herein will automatically terminate.

c. The Vacation Benefits Option Procedures.

i. Amount of Inventory Provided. The Resort Defendants will make Certificates available for seven consecutive Use Years. The first Use Year will begin on the first day of the first month that is more than 90 days after the Effective Date, and will continue for 12 months from that date. The next six Use Years will be for the consecutive 12-month periods after the first Use Year. Until the date that all of the Account Holders entitled to the Vacation Benefits Option receive the number of Certificates that they are entitled to receive pursuant to Section II(A)(2)(c), the Resort Defendants agree to make 450 Certificates available each of the first six Use Years, and 150 weeks available for the seventh Use Year. Each Certificate will be assigned a specific Use Year. The amount of inventory made available pursuant to this paragraph may change based upon the number of Account Holders who participate in the Vacation Benefit Option as agreed upon in writing by Class Counsel and the Resort Defendants' counsel. After Account Holders receive the Certificates they are entitled to pursuant to Section II(A)(2)(c)(iii), the Resort Defendants will not be required to make any additional Certificates available. Account Holders will receive their Certificates 60 days before their assigned Use Years.

ii. Vacation Reservations Certificate Use. Account Holders can begin reserving their PHM Weeks with their Certificates on VacationCondos.com 120 days prior to the vacation week's start date. The Certificates are assignable and transferable at no cost or fee upon written notice to the Resort Defendants signed by all Class Members who make up an Account Holder. The Resort Defendants do not guarantee the availability of any particular resort or any particular week. The Certificate will expire at the end of the assigned Use Year. Class Members will not be entitled to additional vacation benefits if they receive a Certificate but do not use it before it expires, and the Resort Defendants will still be entitled to the releases set forth herein.

iii. Number of Certificates Per Categories of Class Members. The number of Certificates that an Account Holder will receive under the Vacation Benefits Option will vary based on the amount which the Account Holder's RCI Points account was adjusted downward in 2013, as follows:

- I. Account Holders whose RCI Points accounts were adjusted downward by 25,000-99,999 RCI Points will receive one Certificate, which will entitle them to book one, one-week vacation in their assigned Use Year.
- II. Account Holders whose RCI Points accounts were adjusted downward by 100,000 – 199,999 RCI Points will receive two Certificates, which will entitle them to book two, one-week vacations in their assigned Use Years.
- III. Account Holders whose RCI Points accounts were adjusted downward by 200,000-299,999 RCI Points will receive three Certificates, which will entitle them to book three, one-week vacations in their assigned Use Years.

- IV. Account Holders whose RCI Points accounts were adjusted downward by 300,000 – 399,999 RCI Points will receive four Certificates, which will entitle them to book four, one-week vacations in their assigned Use Years.
- V. Class Members whose RCI Points accounts were adjusted downward by 400,000-499,999 RCI Points will receive five Certificates, which will entitle them to book five, one-week vacations in their assigned Use Years.
- VI. Class Members whose RCI Points accounts were adjusted downward by 500,000-599,999 RCI Points will receive six Certificates, which will entitle them to book six, one-week vacations in their assigned Use Years.
- VII. Class Members whose RCI Points accounts were adjusted downward by 600,000-699,999 RCI Points will receive seven Certificates, which will entitle them to seven, one-week vacations in their assigned Use Years.

iv. Assignment of Certificate Use Years. The Resort Defendants will confer with Plaintiffs' Counsel to determine the Class Members' Certificate Use Years within 120 days after the Notice Date (as defined in Section IV(B)). The factors to consider in determining the Class Members' Certificate Use Years will include equitable distribution based on available inventory and number of Account Holders that choose the Vacation Benefits Option; assigning the Use Years as close to the Effective Date as practical will be a primary factor in determining Account Holder's Use Years.

B. Benefits to be Provided by RCI

The benefits provided by RCI are completely separate from and in addition to the benefits provided by the Resort Defendants.

- 1. RCI Bonus Weeks. RCI agrees to provide RCI Bonus Week(s) to the

Settlement Class Members who complete and timely submit a valid Claim Form, as follows:

a. Account Holders who had the RCI Points allocated to their RCI Points account adjusted downwards in 2013 by more than 200,000 RCI Points shall be entitled to three (3) RCI Bonus Weeks that may be used within three (3) years and sixty (60) days of the Effective Date.

b. Account Holders who had the RCI Points allocated to their RCI Points account adjusted downwards in 2013 by between 100,000 and 200,000 RCI Points shall be entitled to two (2) RCI Bonus Weeks that may be used within two (2) years and sixty (60) days of the Effective Date.

c. Account Holders who had the RCI Points allocated to their RCI Points account adjusted downwards in 2013 by between 25,000 and 99,999 RCI Points shall be entitled to one (1) RCI Bonus Week that may be used within one (1) year and sixty (60) days of the Effective Date.

2. Terms and Conditions. An Account Holder may be comprised of more than one Settlement Class Member, in which case the Account Holder shall only be entitled to one benefit. The use of any RCI Bonus Weeks provided pursuant to this Settlement Agreement shall be subject to the RCI Terms and Conditions, except that Settlement Class Members seeking to use an RCI Bonus Week shall not be subject to a “transaction fee,” as set forth in the RCI Disclosure Guide under the section titled “SUBSCRIBING MEMBERSHIP AND TRANSACTION FEES,” in order to effectuate a Confirmed Exchange. Account Holders may transfer an RCI Bonus Week to a current RCI Member subject to the payment of applicable exchange and/or transfer fees and charges, or assign a Confirmed Exchange subject to the payment of applicable Guest Certificate fees and/or charges, but such transfer or assignment

shall not affect the expiration date of the RCI Bonus Week(s). Any RCI Bonus Weeks that are not used within the time periods specified in this Settlement Agreement shall be null and void.

3. Membership Cancellation. Account Holders may cancel their RCI Points Subscribing Membership in accordance with the RCI Terms and Conditions. In the event an Account Holder elects to cancel his/her RCI Subscribing Membership, RCI shall be under no obligation to refund, repay or return any payments, amounts or fees previously paid by Account Holders to RCI except as otherwise may be provided in the RCI Terms and Conditions.

C. Benefits Provided by B.L. Vacation

The benefits provided by B.L. Vacation are completely separate and apart from and in addition to the benefits provided by any of the other Settling Defendants.

1. B.L. Vacation will create a settlement fund in the amount of \$10,000 (the "settlement fund"), to be distributed pro rata to each Settlement Class Member who completes and timely submits a Claim Form. Notice of this portion of the class settlement will be included in the form of notice to be prepared by and mailed by the other Settling Defendants. In conjunction with the application for final approval of this Settlement Agreement, the other Settling Defendants shall provide to counsel for B.L. Vacation the names and addresses of any Settlement Class Member who submits a claim. B.L. Vacation, upon receipt of the names and addresses for all claims of Settlement Class Members, will distribute the pro rata payments from the settlement fund.

2. Within 60 days following the Effective Date, B.L. Vacation will distribute a pro rata distribution from the settlement fund to all Settlement Class Members who complete and timely submit a Claim Form. The pro rata calculation will be determined based upon the number of Settlement Class Members that complete and timely submit a Claim Form. If a

Settlement Class Member does not complete and timely submit a Claim Form, B.L. Vacation will still be entitled to the releases set forth herein as to all Settlement Class Members.

3. B.L. Vacation shall have no liability or obligations beyond those set forth in Paragraphs C.1. and C.2. above, or any amount beyond the settlement fund.

III. CERTIFICATION OF SETTLEMENT CLASS

A. As part of the Notice and Preliminary Approval Order (as both terms are defined in Section IV, below), Plaintiffs shall file a motion for preliminary approval requesting the Court to make preliminary findings and enter an order (1) granting conditional certification of the Settlement Class subject to final findings and ratification in the Final Order, and (2) appointing Plaintiffs and Class Counsel as representatives of the Settlement Class.

B. Settling Defendants do not consent to certification of the Settlement Class for any purpose other than to effectuate this Settlement Agreement and the Court's approval thereof. Notwithstanding anything in this Settlement Agreement to the contrary, in the event that this Settlement Agreement is terminated by order of the Court:

1. The order certifying the Settlement Class and all preliminary and/or final findings regarding the Court's provisional class certification order shall be vacated automatically upon notice to the Court and the Parties, and none of the Parties shall be bound by the terms of such order or this Settlement Agreement;
2. The Action shall proceed as though the Settlement Class had never been certified and such findings had never been made, without prejudice to the ability of any Party thereafter to request or oppose class certification on any basis; and
3. The Parties shall have all of the rights, defenses, and obligations that they would have had absent this Settlement Agreement.

IV. ENTRY OF PRELIMINARY APPROVAL ORDER AND APPROVAL OF NOTICE TO THE SETTLEMENT CLASS

A. Plaintiffs shall file a motion for preliminary approval by December 16, 2015

requesting that the Court enter an order substantially in the form annexed to this Settlement Agreement as Attachment “4” (the “Preliminary Approval Order”):

1. Finding that the requirements for conditional certification of the Settlement Class have been satisfied, appointing Plaintiffs and Class Counsel as representatives of the Settlement Class, and preliminarily approving the Settlement Agreement as being within the range of reasonableness such that notice thereof should be given to the Settlement Class;
2. Approving the notice to the Settlement Class of the proposed settlement (the “Notice”), substantially in the form of Attachment “5” hereto, and a summary form of the Notice, substantially in the form of Attachment “6” hereto (the “Postcard Notice”);
3. Ordering that the Notice and the Postcard Notice be disseminated in the manner set forth in Section IV(B) of this Settlement Agreement and in the Preliminary Approval Order;
4. Providing that all members of the Settlement Class who do not, in accordance with the terms of the Notice, file valid and timely requests for exclusion from the Settlement Class will be bound by the Settlement Agreement and the Final Order dismissing the Action on the merits and with prejudice with respect to the Settling Defendants;
5. Finding that the form and method of notice to be given in accordance with the terms of this Settlement Agreement and the Preliminary Approval Order constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to the members of the Settlement Class, satisfying the requirements of the Federal Rules of Civil Procedure, the Constitution of the United States, and any other applicable law;
6. Scheduling a hearing or hearings (collectively, the “Fairness Hearing”) to be held by the Court to consider and determine whether the requirements for certification of the Settlement Class have been met and whether the settlement of the Action in accordance with the terms set forth in this Settlement Agreement should be approved as fair, reasonable-, and adequate, and whether the Final Order approving the Settlement Agreement and

dismissing the Action on the merits and with prejudice with respect to the Settling Defendants should be entered. The Fairness Hearing shall be set by the Court after entry of the Preliminary Approval Order on a date at least 100 days after entry of the Preliminary Approval Order, so as to comply with the Class Action Fairness Act;

7. Providing that the Fairness Hearing may, from time to time and without further notice to the Settlement Class (except those Settlement Class Members who file timely and valid objections), be continued or adjourned by order of the Court;
8. Providing a procedure for members of the Settlement Class to request exclusion from the Settlement Class, whereby each Person desiring to opt out of the Settlement Class shall individually sign (signature by an authorized representative is acceptable if proper and adequate documentation of the authorization accompanies the opt-out) and timely submit a written notice clearly manifesting an intent to be excluded from the Settlement Class to the Claims Administrator at a designated address for said purpose, and where said notice must be postmarked at least thirty (30) days prior to the date scheduled by the Court for the Final Fairness Hearing;
9. Stating that, unless otherwise agreed by the Parties or ordered by the Court, any Settlement Class Member from whom a valid Claim Form is not received by Settling Defendants or postmarked by ninety (90) days after the Notice Date (as defined in Section IV(B)) shall forever be barred from participating and receiving Class Benefits set forth in the Settlement Agreement for which such filing of a Claim Form is required, but shall in all other respects be subject to the provisions of this Settlement Agreement, the Releases contained therein, and the Final Order;
10. Providing that any objections by any Settlement Class Member to:
 - (i) the certification of the Settlement Class or the Settlement Agreement, including, without limitation, the provision therein for payment of attorneys' fees and reimbursement of expenses; and/or
 - (ii) entry of the Final Order, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing only if the Settlement Class Member or the Settlement Class Member's attorney files the objection with

the Court in writing, at least thirty (30) days prior to the date scheduled by the Court for the Final Fairness Hearing, and includes therewith: (i) the objector's full name, address, and telephone number; (ii) information identifying the objector as a Settlement Class Member, such as an affidavit in as much detail as the objector can reasonably provide which will tend to show the objector is a Settlement Class Member; (iii) a written statement of all grounds for the objection accompanied by any legal support for the objection; (iv) copies of any papers, briefs or other documents upon which the objection is based; (v) the identity, including name, address and telephone number, of all counsel representing the objector; (vi) the identity of all counsel representing the objector who will appear at the Final Fairness Hearing; (vii) a statement of whether the objector intends to testify or appear at the Final Fairness Hearing; (viii) a list of all other objections filed by the objector during the five (5) years prior to the date the objection was filed with the Court; (ix) a list of all other objections filed by the objector's counsel during the five (5) years prior to the date the objection was filed with the Court; and (x) the objector's signature or the signature of the objector's duly authorized attorney or other duly authorized representative. Copies of all of the foregoing must also be served upon the Claims Administrator identified in the Notice so that such papers are actually received by the date set by the Court;

11. Providing a procedure for members of the Settlement Class to speak at the Fairness Hearing;
12. Providing that, pending final determination of whether the Settlement Agreement should be approved, no Party shall commence against any other Party any action or proceeding asserting any of the Released Claims; and
13. Establishing a date (or dates) by which Class Counsel shall file and serve all papers in support of the application for final approval of this Settlement Agreement, including the provision for payment of attorneys' fees and reimbursement of expenses, and/or in response to any valid and timely objections received by the designated counsel for the Parties identified in the Notice.

B. The Settlement Class shall be given notice of the proposed settlement, subject to

the approval of the Court, as follows:

1. The Notice shall be mailed via first-class mail to all identifiable Settlement Class Members based on the books and records of the Association within thirty (30) days after entry of the Preliminary Approval Order or such other date as may be set forth in the Preliminary Approval Order (the "Notice Date").
2. The Postcard Notice shall be mailed via first-class mail to all persons who, based on the books and records of the Association, purchased VOI at the Resort and enrolled in the RCI Points Exchange Program on or before February 11, 2013 (excluding Settlement Class Members who are otherwise sent a Notice and Claim Form in accordance with the provision above), within thirty (30) days of the Notice Date.
3. Before sending out the Notice and the Postcard Notice, the Settling Defendants shall utilize the services of a National Change of Address service to help confirm that the addresses contained in the books and records of the Association are accurate. If any of the Notices or Postcard Notices are returned to the Settling Defendants with a forwarding address, the Claims Administrator shall promptly mail a Notice or Postcard Notice to the new address.

V. THE FINAL ORDER

If this Settlement Agreement is approved by the Court, Class Counsel shall promptly submit to the Court the proposed Final Order:

- A. Ratifying the certification of the Settlement Class and approving this Settlement Agreement, judging its terms to be fair, reasonable, adequate and in the best interests of the Settlement Class Members, directing its consummation in accordance with its terms, and stating that the Court shall maintain jurisdiction over the Parties to implement, enforce, administer, effectuate, interpret, monitor and ensure compliance with the provisions of this Settlement Agreement and the Final Order;
- B. Subject to the terms of this Settlement Agreement, dismissing the Action on the merits, with prejudice with respect to the Settling Defendants and without costs (except as otherwise provided herein), and releasing the Released Claims; and
- C. Subject to the terms of this Settlement Agreement, permanently barring and enjoining Plaintiffs, Settlement Class Members, and Settling Defendants from asserting, commencing, prosecuting or continuing any of

the Released Claims with respect to the Settling Defendants.

VI. RELEASES

A. In accordance with the provisions of the Final Order, for good and sufficient consideration, the receipt of which is hereby acknowledged, upon the Effective Date, each Plaintiff and Settlement Class Member shall be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever released, relinquished and discharged the Released Parties from all Released Claims.

B. In accordance with the provisions of the Final Order, for good and sufficient consideration, the receipt of which is hereby acknowledged, upon the Effective Date, Settling Defendants shall be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever released, relinquished and discharged each Plaintiff and Settlement Class Member from any and all claims, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, liens, contracts, liabilities, agreements, costs, or expenses, of any nature whatsoever, ascertained or unascertained, suspected or unsuspected, existing or claimed to exist arising out of, relating to, or in connection with the prosecution of the Action, including, without limitation, claims for abuse of process or malicious prosecution. Notwithstanding anything to the contrary contained herein, neither the Resort Defendants nor any of their affiliates or subsidiaries are releasing any Maintenance Fee debt or promissory note, whether related to a VOI or a Festiva Adventure Club membership, and this release shall not be effective as to any Person who has opted out of the Class Settlement.

C. In furtherance of their express intent to effectuate the releases contained in this Section VI, each Plaintiff and Settlement Class Member expressly waives any and all rights he or she may have under any contract, statute, code, regulation, ordinance, or common law, that may limit or restrict the effect of a general release of unknown claims. In connection with the

releases pursuant to this Settlement Agreement, each Plaintiff and Settlement Class Member acknowledges that he or she is aware that he or she may hereafter discover claims, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, liens, contracts, liabilities, agreements, costs, or expenses related thereto presently unknown or unsuspected, or facts in addition to or different from those which he or she knows or believes to be true with respect to the matters released herein, as of the Execution Date. Nevertheless, it is the intention of each Plaintiff and Settlement Class Member to fully, finally and forever settle and resolve all matters, and all claims, rights, damages, losses, demands, obligations, actions, causes of action, suits, cross-claims, matters, issues, debts, liens, contracts, liabilities, agreements, costs, or expenses relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action) constituting Released Claims.

D. In accordance with the provisions of the Final Order, for good and sufficient consideration, the receipt of which is hereby acknowledged, upon the Effective Date, each Settling Defendant shall be deemed to have, and by operation of the Final Order shall have, fully, finally, and forever released, relinquished and discharged each other Settling Defendant from any claims for contribution or indemnification arising from or relating to the allegations in the Amended Complaint.

E. Each of the Parties expressly understands, has been advised, and has had the opportunity to consult with its respective counsel regarding potentially applicable legal principles and codes, such as Section 1542 of the Civil Code of the State of California, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT

TO EXIST IN HIS OR HER FAVOR AT THE TIME OF THE EXECUTING OF THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

F. Each Party hereby agrees that the provisions of Section 1542 of the Civil Code of the State of California and all similar federal or state laws, rights, rules, or legal principles of any other jurisdiction which may be applicable herein, are hereby knowingly and voluntarily waived and relinquished to the fullest extent permitted by law solely in connection with unknown claims constituting Released Claims under this Settlement Agreement. Each Party hereby agrees and acknowledges further that this subsection is an essential term of this Settlement Agreement and the Released Claims hereunder.

G. The Parties expressly consent that this Settlement Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those dealing with Released Claims. The Parties further agree that the reference to the California Civil Code above shall not give rise to any argument that California law applies to this Settlement Agreement or the disputes resolved pursuant hereto.

H. All Persons providing releases under this Settlement Agreement may hereafter discover facts other than or different from those which such persons or entities now know or believe to be true with respect to the subject matter of the Released Claims. Upon the Effective Date, each Person providing releases under this Settlement Agreement, including all Settlement Class Members, shall be deemed to have waived any and all rights that he, she, it or they may have under any statute, regulation, administrative adjudication or common law principle that would otherwise limit the effect of the foregoing releases to those claims actually known or suspected to exist at the time of execution of this Settlement Agreement.

I. Notwithstanding anything in this Settlement Agreement to the contrary, nothing

in this Section VI shall be construed: (1) as releasing the Parties from their respective obligations under this Settlement Agreement; (2) to apply to any breach by a Party of any of its obligations under this Settlement Agreement; or (3) to discharge any rights that any of the Parties has to enforce this Settlement Agreement.

VII. NOTICE AND ADMINISTRATION

A. The Settling Defendants (excluding B.L. Vacation) with the assistance of a Claims Administrator shall (i) provide Notice to potential Settlement Class Members; (ii) process Claim Forms; (iii) confirm the issuance of distribution of consideration to eligible Settlement Class Members; (iv) provide any necessary certifications to the Court concerning the administration and processing of claims; and (v) notify the appropriate federal and state officials of this Settlement Agreement to the extent required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. If necessary, an individual or entity jointly identified by the Settling Defendants (excluding B.L. Vacation) will be available to respond to reasonable inquiries from Class Counsel.

B. The Resort Defendants agree to pay half (1/2), and RCI agrees to pay half (1/2), of all costs incurred in connection with disseminating the Notice and the Postcard Notice and the Costs of Claims Administration, except that each Settling Defendant shall be solely responsible for the costs associated with the Class Benefits to be distributed by that Settling Defendant. Moreover, with respect to B.L. Vacation, it will be solely responsible for the administration of its responsibilities identified in Section II(C), including, but not limited to, the costs associated with creating its settlement fund and, upon receipt of the names and addresses for the claims of Settlement Class Members as set forth in Section II(C)(1), the costs associated with processing and distributing its settlement fund to those Settlement Class Members who made a claim. B.L.

Vacation shall not be responsible for Costs of Administration that are not exclusive to benefits being provided by B.L. Vacation to Settlement Class Members, including, but not limited to, the costs incurred in connection with disseminating the Notice and the Postcard Notice.

C. Notwithstanding anything to the contrary in this Settlement Agreement, in the event that this Settlement Agreement is terminated pursuant to its terms, or if the Effective Date does not occur for any reason, neither Plaintiffs nor Class Counsel shall have an obligation to reimburse Settling Defendants for any costs or expenses Settling Defendants paid, incurred or become obligated to pay for disseminating the Notice and the Postcard Notice, or for the Costs of Claims Administration, and any other cost or expense associated therewith.

D. All procedures followed to provide the Notice and the Postcard Notice, and any customary correspondence with Settlement Class Members related to the claims process (*e.g.*, claim acceptance communications, claim denial communications, and deficient claim form communications) shall be consistent with the Preliminary Approval Order and subject to approval by Class Counsel.

E. The respective Settling Defendants and/or the Claims Administrator shall determine the Settlement Class Member's eligibility for receipt of the selected benefit (as applicable to each respective Settling Defendant only) and, should a dispute arise as to denial of any Settlement Class Member's eligibility, Settling Defendants (only as applicable to each respective Settling Defendant) and Class Counsel shall work in good faith to resolve the dispute. If Class Counsel and Settling Defendants (as applicable to each respective Settling Defendant only) are unable to agree, the matter shall be submitted to the Court, pursuant to the Court's continuing jurisdiction to enforce the terms of this Settlement Agreement, and the Court shall conclusively and finally decide the issue.

F. Upon request, the Settling Defendants shall provide Class Counsel with sufficient information to monitor the fulfillment and payment of Class Benefits to Settlement Class Members by the Claims Administrator, and, pursuant to the terms and conditions included in this Settlement Agreement, may act on behalf of Settlement Class Members to assist in their receipt of settlement benefits.

VIII. PAYMENT OF ATTORNEYS' FEES, REIMBURSEMENT OF EXPENSES TO CLASS COUNSEL, AND INCENTIVE AWARDS FOR CLASS REPRESENTATIVES

A. Settling Defendants and Class Counsel did not discuss attorneys' fees, costs, and expenses or incentive awards until after the Parties had reached agreement regarding the substantive terms of the Settlement Agreement. Settling Defendants agree not to oppose Class Counsel's application for attorneys' fees, costs and expenses up to the amount of \$420,000. Subject to Court approval, Settling Defendants (excluding B.L. Vacation) agree to pay up to \$420,000 to Class Counsel for attorneys' fees, costs and expenses in accordance with Section VIII(C) below. In no event shall Settling Defendants be responsible for paying more than \$420,000 to Class Counsel for attorneys' fees, costs and expenses.

B. As compensation for the time spent by Plaintiffs as representatives of the Settlement Class, the Parties agree that each Plaintiff shall receive a single service award, to be funded by the Settling Defendants (excluding B.L. Vacation) in the amount of \$1,000, for a total service award of \$6,000. This amount shall be paid by the Settling Defendants (excluding B.L. Vacation) in accordance with Section VIII(C) below.

C. The Resorts Defendants agree to pay two-thirds (2/3), and RCI agrees to pay one-third (1/3), of the attorneys' fees, costs and expenses pursuant to Section VIII(A), and of the incentive awards pursuant to Section VIII(B). For the avoidance of doubt, RCI and the Resort

Defendants agree to pay the following: (i) of the \$420,000 to be paid to Class Counsel for attorneys' fees, costs and expenses, RCI agrees to pay \$140,000, and the Resort Defendants agree to pay \$280,000; and (ii) of the \$6,000 in incentive awards to be paid to Plaintiffs, RCI agrees to pay \$2,000, and the Resort Defendants agree to pay \$4,000.

D. Within twenty (20) days of the Effective Date or the date on which the Court's award of attorneys' fees, costs and expenses, and incentive awards becomes a final order as to which the time to appeal or seek reconsideration has expired, whichever is later, Settling Defendants (excluding B.L. Vacation) shall pay the attorneys' fees, costs, and expenses, and incentive awards that are awarded by the Court, as set forth in Sections VIII(A) - (C) above, to an account established by Class Counsel, who shall then distribute the fees, costs and expenses among Plaintiffs' counsel and the incentive awards to the Plaintiffs. Class Counsel, in their sole discretion, to be exercised reasonably, shall allocate and distribute the amount of attorneys' fees, costs, and expenses that is awarded by the Court amongst Plaintiffs' counsel in a manner that, in Class Counsel's sole opinion, fairly compensates Plaintiffs' counsel for the respective contributions to the progress of and results obtained in the Action.

IX. RESERVATION OF RIGHTS AND INDEMNIFICATION

A. Notwithstanding anything in this Settlement Agreement to the contrary, Settlement Class Members reserve all rights to pursue any and all claims against any individuals or entities not prohibited by the terms of this Settlement Agreement, including but not limited to Celebration and its subsidiaries, affiliated entities, officers, directors, and agents, that relate to the subject matter of the Action.

B. Plaintiffs and the Settlement Class Members agree to defend, indemnify, and hold harmless Settlement Defendants from and against any and all claims, actions or proceedings

brought against Settling Defendants in connection with any claim, action or proceeding initiated, directly or indirectly, by Settlement Class Members against Celebration pursuant to Section IX(A) above.

X. MISCELLANEOUS PROVISIONS

A. Upon the entry of the Preliminary Approval Order, the Parties agree to cooperate and use their best efforts to achieve approval of this Settlement Agreement in accordance with its terms, and to effectuate the terms of this Settlement Agreement, except that the Parties' agreement to use their best efforts shall be without prejudice to any of the Parties' rights in the event an Approval Order is not entered.

B. Whether or not this Settlement Agreement becomes final or the Effective Date does or does not occur, this Settlement Agreement, all negotiations and papers related to it, and any proceedings in connection with the settlement are not and shall not be construed as evidence of an admission or concession: (1) of wrongdoing or liability by Settling Defendants or any other Released Party as to any claim or allegation asserted in the Amended Complaint; and (2) by Plaintiffs that claims or allegations asserted in the Amended Complaint against the Settling Defendants or any other Released Party lack merit. Nothing in this Settlement Agreement shall preclude any Party from using this Settlement Agreement, the Final Order, or any act performed or document executed pursuant thereto in any proceeding to consummate, monitor or enforce this Settlement Agreement or the Final Order.

C. Plaintiffs and Settling Defendants agree that the terms of the settlement were not based solely on the nature of the consideration provided by Settling Defendants, but were based on, *inter alia*: (1) vigorous arms' length negotiations between counsel for the Parties; (2) the assessment of Class Counsel and Settling Defendants' counsel of the strengths and weaknesses of the various claims that were or could have been asserted in the Amended Complaint against

Settling Defendants; and (3) the expense and risk of ongoing litigation. Moreover, the amount of damages that Plaintiffs could prove is a matter of serious and genuine dispute, and the terms of this Settlement Agreement do not constitute a finding, admission or concession with respect to the measure of damages, including whether such damages could be more or less than that which could be proven at trial. The Parties further acknowledge that no determination has been made by the Court as to the amount, if any, of damages suffered by Settlement Class Members or of the proper measure of any such damages, and that the determination of damages, like the determination of liability, is a complicated and uncertain process, typically involving conflicting expert opinions.

D. At all times during the course of this litigation, Settling Defendants have denied and continue to deny any liability to Plaintiffs or Settlement Class Members, and have denied and continue to deny that Plaintiffs or any Settlement Class Members were damaged by any alleged wrongful conduct, or that, even if damaged, any compensable damages could be measured or recovered.

E. In order to ensure that information provided to potential Settlement Class Members regarding the Action and this Settlement Agreement is content neutral and consistent with what has been submitted for approval or approved by the Court, the Parties and all counsel agree that they shall not publicly make disparaging remarks regarding the settlement, the Parties, or counsel for any of the Parties in the Action. Class Counsel further agree that they shall not issue or cause others to issue any statements for publication or otherwise disseminate statements regarding the Action or the terms of this Settlement Agreement other than as may be expressly permitted by this Settlement Agreement. The Parties agree that comments by Plaintiffs or Class Counsel stating that the action has settled or advocating the merits of this Settlement Agreement,

and comments by the Settling Defendants or their counsel denying allegations in the Amended Complaint or the merits of the Action shall not constitute disparaging remarks.

F. Within ten (10) Business Days after the deadline established by the Court in the Preliminary Approval Order for members of the Settlement Class to request exclusion from the Settlement Class, the Settling Defendants (excluding B.L. Vacation) or a Claims Administrator shall furnish to Class Counsel a complete list of all timely and valid requests for exclusion that have been received (the "Opt-Out List").

G. Settling Defendants shall have the option, in their sole discretion, to withdraw from and thereby terminate this Settlement Agreement by serving on Class Counsel and filing with the Court a notice of termination within seven (7) days of their receipt from the Claims Administrator of the Opt-Out List if the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds 5% of the Settlement Class.

H. Settling Defendants, or Plaintiffs, shall have the further option to withdraw from and thereby terminate this Settlement Agreement if: (1) the Court fails to approve the Settlement Agreement or, if on appeal, the Court's approval is reversed or modified; (2) the Court alters materially any of the terms of the Settlement Agreement; (3) the Preliminary Approval Order or Final Order is not entered by the Court, or is reversed or materially modified on appeal, or otherwise fails for any reason; (4) the Court imposes a Notice that is materially different from the forms attached to this Settlement Agreement; or (5) the Effective Date does not occur by November 30, 2016.

I. This Settlement Agreement is conditioned upon the Final Order in the Action. If the Final Order is modified in any manner that limits the scope of Released Claims as provided under the terms of this Settlement Agreement, or that materially alters Settling Defendants'

obligations as provided under the terms of this Settlement Agreement, or if the Preliminary Approval Order imposes obligations on Settling Defendants substantially or materially different from those stated in this Settlement Agreement, each of the Parties, separately, shall have the right either to affirm this Settlement Agreement as modified, or terminate this Settlement Agreement by filing and serving a notice of termination.

J. If this Settlement Agreement does not become effective or is otherwise terminated in accordance with its provisions: (1) the Parties shall be restored to their respective positions as of the Execution Date, except that any extensions of time granted since the Execution Date by one Party to the other shall continue to have force and effect; (2) no Party shall seek an order of default against any other Party for actions not taken while approval of the Settlement Agreement was pending; (3) the terms and provisions of the Settlement Agreement shall at that time have no further force and effect with respect to the Parties and, to the extent permitted by law, shall not be used in any action or proceeding for any purpose; and (4) any Approval Order entered in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*.

K. All of the Attachments to this Settlement Agreement are material and integral parts hereof.

L. This Settlement Agreement contains the entire agreement among the Parties hereto and supersedes any prior agreements or understandings between them. All terms of this Settlement Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties. Accordingly, this Settlement Agreement is not subject to the doctrine of contra proferentum. All provisions of this Settlement Agreement are and shall be binding upon each Plaintiff and any Settlement Class Member who does not validly opt out of the Settlement Class,

including their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereto through any of the Parties hereto.

M. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all affected Parties or their successors-in-interest.

N. This Settlement Agreement may be executed in one or more counterparts, all of which shall be deemed to be one and the same instrument. Counsel for the Parties to this Settlement Agreement shall exchange among themselves copies of the original signed counterparts, and a complete set of original signed counterparts shall be filed with the Court.

O. The Parties agree that the Court shall have exclusive and continuing jurisdiction over the Parties for all purposes relating to the implementation, effectuation, interpretation, administration, monitoring and enforcement of this Settlement Agreement and all provisions thereof with respect to all Parties hereto and all beneficiaries hereof, including Plaintiffs, Class Counsel, Settling Defendants, Settlement Class Members, and Released Parties.

P. The terms and conditions of this Settlement Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida, without regard to any applicable choice of law or conflicts rules.

Q. The undersigned signatories represent and warrant that they are fully authorized to execute and enter into the terms and conditions of this Settlement Agreement on behalf of the respective Parties.

SIGNATURES ON THE FOLLOWING PAGES

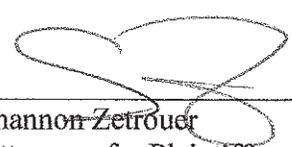
IN WITNESS WHEREOF, this Settlement Agreement has been read and signed by the duly authorized representatives of the Parties as of the dates set forth below.

PROPOSED CLASS COUNSEL

December 14, 2015

Finn Law Group, P.A.

By: _____


Shannon Zetrouer
Attorneys for Plaintiffs

COUNSEL FOR RCI, LLC

December _____, 2015

Lowenstein Sandler LLP

By: _____

David S. Sager
Attorneys for Defendant RCI, LLC

COUNSEL FOR FESTIVA ORLANDO
RESORT HOMEOWNERS ASSOCIATION,
INC.

December _____, 2015

Trenam Kemker

By: _____

Lindsay Lopez
Attorneys for Defendant Festiva Orlando
Resort Homeowners Association, Inc.

COUNSEL FOR PATTON HOSPITALITY
MANAGEMENT, INC.

December _____, 2015

Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.

By: _____

Martin B. Woods
Attorneys for Defendant Patton
Hospitality Management, LLC

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PROPOSED CLASS COUNSEL

December _____, 2015

Finn Law Group, P.A.

By: _____
Shannon Zetrouer
Attorneys for Plaintiffs

COUNSEL FOR RCI, LLC

December 14, 2015

Lowenstein Sandler LLP

By:  _____
David S. Sager
Attorneys for Defendant RCI, LLC

COUNSEL FOR FESTIVA ORLANDO
RESORT HOMEOWNERS ASSOCIATION,
INC.

December _____, 2015

Trenam Kemker

By: _____
Lindsay Lopez
Attorneys for Defendant Festiva Orlando
Resort Homeowners Association, Inc.

COUNSEL FOR PATTON HOSPITALITY
MANAGEMENT, INC.

December _____, 2015

Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.

By: _____
Martin B. Woods
Attorneys for Defendant Patton
Hospitality Management, LLC

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PROPOSED CLASS COUNSEL

December ____, 2015

Finn Law Group, P.A.

By: _____
Shannon Zetrouer
Attorneys for Plaintiffs

COUNSEL FOR RCI, LLC

December ____, 2015

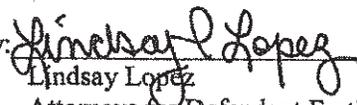
Lowenstein Sandler LLP

By: _____
David S. Sager
Attorneys for Defendant RCI, LLC

COUNSEL FOR FESTIVA ORLANDO
RESORT HOMEOWNERS ASSOCIATION,
INC.

December 14, 2015

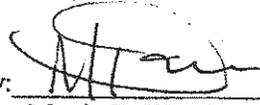
Trenam Kemker

By: 
Lindsay Lopez
Attorneys for Defendant Festiva Orlando
Resort Homeowners Association, Inc.

COUNSEL FOR PATTON HOSPITALITY
MANAGEMENT, INC.

December 14, 2015

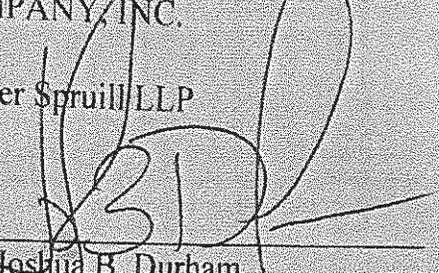
Stearns Weaver Miller Weissler Alhadeff &
Sitterson, P.A.

By: 
Martin B. Woods
Attorneys for Defendant Patton
Hospitality Management, LLC

December 15, 2015

COUNSEL FOR ZEALANDIA HOLDING
COMPANY, INC.

Poyner Spruill LLP

By: 

Joshua B. Durham

Attorneys for Defendant Zealandia
Holding Company, Inc.

December __, 2015

COUNSEL FOR B.L. VACATION
OWNERSHIP, INC.

Greenspoon Marder, P.A.

By: _____

Jeffrey A. Backman, Attorneys for B.L.
Vacation Ownership, Inc.

COUNSEL FOR ZEALANDIA HOLDING
COMPANY, INC.

December ____, 2015

Poyner Spruill LLP

By: _____
Joshua B. Durham
Attorneys for Defendant Zealandia
Holding Company, Inc.

~~COUNSEL FOR B.L. VACATION
OWNERSHIP, INC.~~

December 14, 2015

Greenspoon Marder, P.A.

By: _____
Daniel Lambert Jeffrey A. Backman, Attorneys for B.L.
Vacation Ownership, Inc.

INDEX OF ATTACHMENTS

Attachment 1: Claim Form

Attachment 2: RCI Disclosure Guide

Attachment 3: RCI Terms and Conditions

Attachment 4: Preliminary Approval Order

Attachment 5: Notice

Attachment 6: Postcard Notice