

DISCLOSURE GUIDE TO THE RTX EXCHANGE SERVICES

This Disclosure Guide to the RTX Exchange Services (the “**RTX Exchange Program**”) is provided for the purpose of describing the RTX Exchange Program, which RTX is offering to Resort Week Owners. RTX recommends that Resort Week Owners thoroughly review the information provided in this Disclosure Guide to ensure full understanding of the terms, conditions, operation and use of the RTX Exchange Program. The Effective Date of this Disclosure Guide is February 1st 2017.

A. DEFINITIONS

Accommodation. Any apartment, condominium or cooperative unit, cabin, lodge, hotel or motel room, campground, cruise ship cabin, houseboat or other vessel, recreational or other motor vehicle, or any private or commercial structure, which is real or personal property and designed for overnight occupancy by one or more individuals in connection with any Timeshare Plan.

Acceptance of RTX Inventory. A RTX Member's agreement to follow the Exchange process or condition without attempting to change it, protest, or exit.

Additional Benefits. Benefits, in addition to the right to make Exchanges and reservations of Getaways that may from time to time be made available in connection with the RTX Exchange Program.

Bank and Save Option or Deposit First Option. The process by which RTX Members may deposit (bank) their Resort Weeks into the RTX Week Pool and receive an Exchange Credit which is valid for two (2) years from the date of deposit and is available to exchange against at a future date.

Benefit Tiers. Currently there are three (3) Benefit Tiers within the RTX Exchange Program. These tiers are “RTX Basic,” “RTX-Premium” and “RTX-Premium Plus.” Each Benefit Tier may be subject to different benefits and pricing as disclosed herein or in ancillary Membership Documents. The benefits and pricing available in each Benefit Tier are subject to change without notice. Please visit: www.rtx.travel for the most current list of benefits and pricing.

Cancellation Policy Fee. The fees paid by RTX Members to RTX for cancelling an Exchange.

Confirmed Exchange. An Exchange which has been accepted by the RTX Member, for which the applicable Exchange Fee has been paid, and which has been confirmed in written or electronic form by RTX.

Currently Enrolled RTX Members. Resort Week Owners who have registered to be RTX Members and who maintain continued ownership of their Resort Weeks.

RTX or Exchange Company. Resort Travel & Xchange, Inc. a Nevada corporation, which owns and operates the RTX Exchange Program. Use of the words “we” or “us” throughout this Disclosure Guide refers to RTX.

RTX Exchange Program or RTX Program. The RTX Exchange Services, an interval-based program of facilitating exchanges of Resort Weeks.

RTX Inventory. Refers to all of the Deposited Weeks within the RTX Week Pool at any given time.

RTX Member or Member. A Resort Week Owner who becomes a member of the RTX Exchange Program. There is no membership fee required to become a Member in RTX Basic. Use of the words “you” or “your” throughout this Disclosure Guide refers to a RTX Member.

RTX Website. RTX’s website, located at www.rtx.travel.

RTX Week Pool. The RTX pool of Deposited Weeks.

Deposited Week. A Resort Week that has been deposited into the RTX Week Pool for the purpose of securing an Exchange.

Disclosure Guide. This Disclosure Guide to the RTX Exchange Services.

Exchange Credit. The credit issued to RTX Members for the purpose of making an Exchange at a later date as set forth herein. RTX Members receive Exchange Credits upon depositing Resort Weeks under the Bank and Save Option. Subject to the specific terms of your Benefit Tier, each non-promotional Exchange Credit is valid for two (2) years from the date of deposit and is available to exchange against a future date.

Exchange Fee. The fees paid by RTX Members to RTX for confirming an Exchange.

Custom Exchange Request. A RTX Member’s request to use RTX Inventory, from which RTX representatives attempt to locate a Deposited Week for use by the requesting RTX Member.

Getaways. Deposited Weeks that have not been reserved in connection with a Confirmed Exchange, which are made available to RTX Members upon payment of the Getaways Price or upon the Exchange of a Resort Week.

Getaways Price. The price required to be paid by a RTX Member to reserve and use Getaways.

Guest. A RTX Member's family and/or friends whom the RTX Member allows to use Resort Weeks obtained through RTX (whether by Exchange, Getaways or Additional Benefits) by informing RTX upon confirming a reservation.

Guest Certificate. Mechanism by which a RTX Member authorizes family and/or friends to use Resort Weeks obtained through RTX. A guest will be charged for use of this Certificate in confirming such an Exchange.

Guest Certificate Fee. The fees paid by family and/or friends authorized by the RTX Member to confirm a reservation.

Holiday Property. A fully serviced holiday or vacation apartment unit (i.e. a villa, cabana or chalet), which is located at a Resort in a high-demand tourist or vacation destination, has onsite management, and also offers the types of high-quality amenities and facilities typical of a first class vacation accommodation. RTX shall be the sole arbiter of whether a holiday or vacation apartment qualifies as "Holiday Property." RTX is not responsible for any linen, cleaning and/or service charges related to the use of Holiday Property in connection with the RTX Exchange Program.

Home Resort. Any Resort containing a RTX Member's Resort Week.

Host Resort. Any Resort to which a RTX Member travels on an Exchange, Getaways or Additional Benefits in connection with the RTX Exchange Program.

Indemnitee. RTX and its partners, officers, managers, employees, directors, shareholders, agents, representatives, parent companies, affiliates and subsidiaries and their predecessors, successors and assigns.

Late Break Exchanges. Available inventory to RTX Members within 30 days of check-in.

Membership Documents. Any documents, whether physical or electronic, provided to a RTX Member whether contemporaneous with enrollment, subsequent to enrollment or provided through www.rtx.travel. A RTX Member may request a physical copy of any document(s) provided in electronic form or provided through www.rtx.travel by sending such written request to RTX at 521 College Street, Asheville, NC 28801.

Person. Any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assigns of such "Person" where the context so permits.

Online Exchange. The process by which RTX Members receive exchanges of Resort Weeks in connection with the RTX Exchange Program via the RTX website.

Replacement Exchange. An Exchange made in accordance with a RTX Member's Cancellation.

Resort. Any resort, development or other location at which an Accommodation or Holiday Property is located.

Resort Week. Any traditional timeshare week, vacation or fractional ownership week, one week's use and occupancy of Accommodations based upon vacation points or other right to use and occupy Accommodations for one week, or a one week use of Holiday Property.

Resort Week Owner. A Person who has purchased or otherwise acquired a Resort Week and/or who holds the right to reserve Resort Weeks in accordance with a timeshare or similar vacation ownership or use program.

Reward Credits. Earned credits from eligible transactions that may be applied to hotel, cruise and rental car reservations along with specified week long resort stays.

RTX Rebates. Earned credits from eligible transactions that may be applied to Exchange Fees, membership fees and Getaways.

Search First Option. The process by which RTX-Premium Members and RTX Premium-Plus Members may search for and select RTX Inventory from the RTX Week Pool and deposit their Resort Week(s) in order to complete an Exchange.

Select Week. A week that RTX has secured through an industry affiliate to fulfill a specific request of an RTX Member and due to restrictions beyond RTX's control RTX cannot be canceled by the Member after the reservation is confirmed.

B. EXCHANGE COMPANY BACKGROUND

RTX is a Nevada corporation with its principal offices located at:

521 College Street
Asheville, NC 28801

The RTX Exchange Program is carried out at this principal office location and/or other business locations.

RTX's Manager is:

Justin Hunter

RTX's Officers are:

William Horton, III, President, 1 Vance Gap Rd, Asheville, NC 28805

Justin Hunter, Vice President, 521 College Street, Asheville, NC 28801

Beth Everett, Secretary & Treasurer, 1 Vance Gap Rd, Asheville, NC 28805

RTX's Member (owner) is:

Zealandia Holding Company, Inc. f/k/a Festiva Hospitality Group, Inc. ("ZHC"), a Nevada corporation 1 Vance Gap Road, Asheville, NC 28805. ZHC is the sole member of Festiva Development Group, Inc., which is the Declarant of the Festiva Resorts Adventure Club ("FAC"), which participates in the RTX Exchange Program.

C. GENERAL INFORMATION

RTX provides the RTX Exchange Program and other related services and benefits to RTX Members. RTX is a wholly owned subsidiary of ZHC. RTX is not affiliated with any third party exchange company. Unlike RTX, the RTX Exchange Program is not a corporation, legal entity or association of any kind. Rather, the RTX Exchange Program is the service name given to the services available to RTX Members by RTX including, without limitation, the operation of the system by which RTX Members exchange their Resort Weeks for RTX Inventory.

RTX is currently affiliated with the Festiva Resorts Adventure Club ("FAC"), Sandcastle South Resort and Escapes Travel Choices ("ETC"), an entity wholly owned by RTX, but is not currently affiliated with any other Resorts or Timeshare Plans. However, RTX reserves the right, in its sole discretion, to affiliate with any Resorts or Timeshare Plans in the future.

Unless stated otherwise in your Timeshare Plan or Club Membership governing documents due to a group affiliation, Membership in RTX is completely voluntary and participation in the RTX Exchange Program is not dependent in any way upon RTX's affiliation with any Resort, Timeshare Plan, timeshare developer or manager of timeshare property. RTX offers the RTX Exchange Program directly to Resort Week Owners who desire to become RTX Members

The RTX Exchange Program is offered to all Resort Week Owners (even those who are members in other exchange

programs) as of December 2, 2011, including, without limitation, traditional timeshare, vacation points clubs and Holiday Property owners, subject to the provisions herein. Any and all documents governing a RTX Member's participation in the RTX Exchange Program are separate and distinct from the RTX Member's membership agreement, terms and conditions, purchase agreement(s) and/or other agreements with their respective Resort and/or Timeshare Plan. The RTX Exchange Program provides an opportunity for RTX Members to make Exchanges of their Resort Weeks and does not provide the right to use or occupy any specific Accommodations or Holiday Property.

Purchasers of Resort Weeks should select Resorts which best meet their ongoing vacation needs. **Any decision to purchase Resort Weeks should be based primarily upon the benefits to be gained from the ownership, use and enjoyment of your Resort Weeks at your Resort or within your Timeshare Plan and not upon the anticipated benefits of the RTX Exchange Program. The Resort at which you purchase your Resort Weeks is solely responsible for its financial viability and the quality of its accommodations, facilities, amenities, management and services.**

D. REQUESTING AN EXCHANGE

The RTX Exchange Program provides RTX Members with the opportunity to exchange Resort Weeks for RTX Inventory made available in connection with the RTX Exchange Program. All Members have two options for effectuating an Exchange: Bank and Save Option (Deposit First Option) and Exchange Request Option. RTX Premium Members and RTX Premium Plus Members have the additional option of the Search First Option. Regardless of what option you choose, you must be in compliance with this Disclosure Guide in order to make an Exchange.

The Search First Option. This option enables RTX Members to search the RTX Week Pool for Exchange Inventory. Upon acceptance of an Exchange offer, you must pay the applicable Exchange Fee, and confirmation of the Exchange is delivered to the member via email (or mailed via postal mail upon request) for presentation at the Resort upon check-in. The Search First Option is only available to RTX-Premium Members and RTX-Premium Plus Members.

The Bank and Save Option (Deposit First Option). This option enables RTX Members to deposit (bank) Resort Weeks into the RTX Week Pool and use credit received to make an Exchange at a later date. The value of the credit is determined based on the unit size and season associated with the deposited Resort Week. Subject to the specific terms of your Benefit Tier, upon depositing your Resort Week(s), you will receive an email verifying your deposit to be redeemed at any time within two (2) years from the date of deposit. You can then

search the RTX Week Pool and select from available RTX Inventory at any time during the two (2) year term and make an Exchange. Upon acceptance of an Exchange offer, you must pay the applicable Exchange Fee, and confirmation of the Exchange is delivered to the member via email (or mailed via postal mail upon request) for presentation at the Resort upon check-in.

Exchange Request Option. RTX Members who use the Exchange Request Option may make a request if they cannot find suitable RTX Inventory in the RTX Week Pool. In order to submit an Exchange Request for future inventory a valid credit card number and expiration date must be provided along with a deposit of Resort Week(s) into the RTX Week Pool. Upon acceptance of an Exchange Request offer the credit card information provided will be charged and a confirmation of the Exchange is delivered to the member via email (or mailed via postal mail upon request) for presentation at the Resort upon check-in. Should the RTX Member cancel their Exchange Request prior to requested inventory being located, there will be no charge to the RTX Member.

Exchange Requests may be made up to one (1) year in advance and no less than two (2) days in advance of the desired travel dates. **Exchange Requests will be processed in the order received.** Exchange Requests may specify a particular Resort and/or dates; however, flexibility on dates and/or destinations will increase the likelihood of a successful Exchange. In order to provide the greatest flexibility for RTX Members, RTX generally works with a number of different Resorts within any particular vacation area, as opposed to specific Resorts within any particular area. Any exchange requests that are not fulfilled within thirty (30) days of the date of the Exchange Request will be canceled at no cost to the member. To increase your likelihood for receiving a Confirmed Exchange, we recommend including several different vacation areas and at least 2 or 3 dates in each Exchange Request. **Exchange Requests are arranged and confirmed on a space-available basis and there are no guarantees of fulfillment of any Exchange Request. During periods of high demand, i.e. national holidays, peak summer vacation weeks and school holidays, and at Resorts located in high demand vacation areas, space availability is limited.** RTX Members requesting Exchanges for these times and at these Resorts are encouraged to request Exchanges as early as possible, subject to the terms hereof. In fact, all RTX Members are encouraged to submit Exchange Requests as far as possible in advance of their requested vacation dates, subject to the provisions hereof.

You are entitled to request and receive Exchanges whether or not your Deposited Weeks have been assigned to another RTX Member

Properly Submitted Exchange Request. A properly submitted Exchange Request is one in which:

- 1) A Member properly completes an Exchange Request Form that contains all required information pertaining to the Exchange Request, either electronically or by speaking directly to a RTX representative via phone. If a Member does not provide all the required information at the time the request is made the request will not be considered valid and will not be included in the Exchange Statistics Report.
- 2) A Member deposits the Member's Resort Week.
- 3) If a Member does not respond to an offer of Exchange within three (3) days after such offer is presented to the Member via electronic mail, the Exchange Request will not be considered valid (and will not be included in the Exchange Statistics Report).
- 4) If at a later date RTX determines from the Member's Home Resort that the Member is no longer the owner of the Resort Week or is not in good standing with the Home Resort the Exchange Request will not be considered valid.

An Exchange Request must include the following information:

- 1) Confirmation that the Member owns the applicable Resort Week and is in good standing their Home Resort;
- 2) Member's Name, address, phone number and email address;
- 3) A request for a unit size and season comparable to or less valuable than Member's Resort Week to be deposited with RTX;
- 4) A request for a minimum of three (3) travel dates period to travel;
- 5) A request made no more than 365 days, or less than two (2) days prior to the check in date; and
- 6) A valid credit card number.

E. ADDITIONAL EXCHANGE INFORMATION

Deposits may be made via email, facsimile, Internet (at the RTX Website), mail and telephone. Deposits must be received by RTX at least 45 days prior to the check-in date of the deposited week. Late Deposits (deposits received by RTX from 44 days up until 14 days of check-in date) are also accepted in which member receives a 1 bedroom green season deposited week or 1800 points.

RTX contact info:

Address: 521 College Street, Asheville, NC 28801

Local telephone: 828.350.2105
Toll free telephone: 888.988.4789
Fax: 828.575.2344
Website: www.rtx.travel
Email: exchange@rtx.travel

All Exchanges through the RTX Exchange Program are for one (1) week unless otherwise specified based on your Benefit Tier. Exchange Requests for more than one (1) week are processed and confirmed on a week-by-week basis. Members are responsible for an Exchange Fee on each week. Receipt of a Confirmed Exchange for one (1) Resort Week does not guarantee receipt of a Confirmed Exchange for any other Resort Week(s). When you confirm the first Exchange Request, it is with the knowledge that RTX may or may not be able to confirm remaining Exchange Requests. It is entirely your decision to either accept or decline any Exchange offers.

Check-in days and times are set by individual Resorts – RTX is not responsible for setting check-in and check-out days or times. RTX Members must abide by the check-in and check-out days and times set by Host Resorts. Unlike hotels, timeshare resorts generally set one day of the week as their check-in and check-out day. Vacation plans should be made in accordance with the check-in and check-out days and times of the Host Resort. RTX attempts to give RTX Members maximum choice of Exchange destinations by offering unit size, quality, location or seasonality.

Exchange confirmations will include all pertinent information for the RTX Member to contact the Host Resort in connection with the Exchange. All Confirmed Exchanges are final, non-transferable and are issued subject to the terms of this Disclosure Guide. Only those Persons named on the confirmation paperwork may occupy the applicable Accommodation or Holiday Property. Exchange Confirmations are valid only for the location, vacation dates and accommodations indicated. RTX is not responsible for documents not received due to the error of any third party.

The deposit of Resort Weeks into the RTX Week Pool does not relieve a RTX Member's obligation to pay any and all maintenance fee assessments, taxes or other similar charges imposed by any applicable local, state or federal governmental entity (or its equivalent if the Resort is located in a foreign country) or imposed by a Home Resort, Host Resort or provider of accommodations and/or other services which are required to be paid fully in advance. **Exchange privileges may be denied, or a Confirmed Exchange cancelled, if a RTX Member's maintenance fee assessments or similar charges have not been paid when due.** Special charges, user fees or government taxes that may not be required by the RTX Member's Home Resort may be charged to the RTX Member by a Host Resort. It is the RTX Member's responsibility to pay those charges, fees, or taxes if they are not reflected in the Exchange Fee.

RTX Members who desire to deposit Resort Weeks that are based upon vacation points or "floating" timeshare weeks must either obtain confirmed unit week reservations/assignments from their Resort or Timeshare Plan or coordinate with RTX in obtaining such confirmed unit week (or the applicable points) from the RTX Member's Resort or Timeshare Plan before their Resort Weeks can be deposited into the RTX Week Pool.

Subject to the specific terms of your Benefit Tier, all non-promotional Exchange Credits expire on the second (2nd) anniversary of their issuance. Upon expiration of your Exchange Credit, your right to make an Exchange terminates and you will lose the use and occupancy of your Resort Week without being provided substitute Accommodations or Vacation Property by RTX. Exchange Credits may only be used for reservations that check-in prior to the expiration date of the Exchange Credits used.

RTX Members may participate in the extend weeks expiration program, which extends the expiration date of their Exchange Credit by an additional 3, 6 or 12 months upon payment of applicable fees. Fees are currently \$57.00 for a 3 month extension, \$87.00 for a 6 month extension and \$147.00 for a 12 month extension. Deposits may only be extended one time per Exchange Credit. Fees and other terms are subject to change at any time.

Each year there are a certain number of Deposited Weeks that are not used by RTX in effectuating Exchanges. While some of these Deposited Weeks go unused, Deposited Weeks not used in effectuating Exchanges are generally used as Getaways and/or Additional Benefits. Exchange Credits are not dependent on the disposition of the Resort Week that was exchanged to obtain the Exchange Credit.

F. USE OF RESORT WEEKS

Use by RTX. A RTX Member relinquishes all rights to the use and occupancy of his/her Resort Week upon depositing it into the RTX Week Pool. RTX reserves the right to assign your deposited Resort Weeks to others, whether or not the depositing RTX Member has requested or received an Exchange. Deposited Weeks may be used by RTX to satisfy Exchange Requests, as Getaways, as Additional Benefits, to accommodate inspection visits by RTX personnel, for promotions, sale, marketing, or other purposes as determined by RTX in its sole discretion. Deposited Weeks may not be withdrawn from the RTX Week Pool by the depositing RTX Member. RTX reserves the right in its sole discretion to modify the terms of any Deposited Week transfers.

Use by RTX Members. Participation in the RTX Exchange Program is for personal, non-commercial purposes only. The commercial use, including without limitation the auction, rental or sale, of Resort Weeks obtained through RTX (whether by Exchange or Getaways Additional Benefits), Exchange

Requests or Confirmed Exchanges is strictly prohibited; provided, however, that RTX Members may assign their Resort Weeks to Guests as set forth in this Disclosure Guide for the cost of a Guest Confirmation Certificate. The only Person who may make an Exchange Request or receive a Confirmed Exchange with respect to a Deposited Week shall be the Resort Week Owner of such Resort Week or a Guest that they choose to give such authorization. A Confirmed Exchange may only be used by a RTX Member or Guest whose name appears on the confirmed reservation.

RTX reserves the right, in its sole discretion (without refund or credit), to revoke a Confirmed Exchange, terminate or suspend the membership of any RTX Member, or deny access to any of the products or services offered in connection with their RTX Membership in the event that the RTX Member, or their Guests or respective invitees, misuse Resort Weeks, Exchange Requests or Confirmed Exchanges, or otherwise breach the Terms and Conditions of RTX Membership.

G. RTX PROGRAM FEES

Membership/Annual Fees. There are no additional membership fees or annual fees required to participate in the RTX Exchange Program at the Basic level. However, Members may elect to join one of the higher Benefit Tiers which may require a membership fee or annual fee.

Benefit Tiers. In addition to the information provided herein, the three Benefit Tiers currently include the following benefits:

RTX Basic. Deposits valid for twenty-four (24) months, subscription to *RTX Traveler* magazine online addition, RTX Getaways starting at \$199 per week (subject to availability) and Guest Certificates for \$47.00.

RTX-Premium. For an annual fee or multi-year fee, deposits valid for thirty-six (36) months, subscription to *RTX Traveler* magazine, RTX Getaways starting at \$199.00 per week (subject to availability), Guest Certificates for \$27.00, an exchange rebate, , split week Exchange for \$20.00 (trade 1 week for 2 shorter stays), Search First Option. In addition, the following benefits are included at no additional cost: access to hotels, cruise exchange, RTX rebates and credits. Annual fees are currently \$127.00. Multi-year fees vary by number of years but currently do not exceed \$667.00.

RTX-Premium Plus. For an annual fee or multi-year fee, deposits valid for forty-eight (48) months, subscription to *RTX Traveler* magazine, RTX Getaways starting at \$49.00 per week (subject to availability), Guest Certificates for no charge, an exchange rebate, split week Exchange for no charge (trade 1 week for 2 shorter stays), Search First Option. In addition to the no cost benefits listed in the RTX-Premium membership, the following benefits are also included at no additional cost for RTX-Premium Plus Members: VIP Concierge service, airport

lounge membership, and unit size upgrades (based on availability). Annual fees are currently \$297. Multi-year fees vary by number of years but currently do not exceed \$999.00.

Exchange Fees. RTX charges an Exchange Fee to process and confirm each Exchange. The Exchange Fee is due upon acceptance of an Exchange offer; provided, however, that if an RTX Member must be placed on a waiting list for suitable inventory not readily available, the RTX Member must pay the applicable Exchange Fees prior to accepting the Exchange offer.

Exchange Fees are currently \$117.00 for Online Exchanges and \$137.00 for Custom Exchange Requests are listed in your ancillary Membership Documents.

Membership Fees and Exchange Fees may vary and are subject to change at RTX's sole discretion. RTX Members will be advised by RTX of any Membership or Exchange Fee changes. The above Membership and Exchange Fee may vary for corporate participation or other programs offered by or through RTX at RTX's sole discretion. RTX retains the right to waive or materially decrease any Membership and Exchange Fees for any reason, including, by way of example, in connection with various promotions conducted by RTX from time to time, such as promotions relating to the deposit of Resort Weeks that RTX determines to be in high demand.

Miscellaneous Fees; Taxes. RTX Members are solely responsible for the payment of any and all bed tax, transient occupancy tax or similar tax that may be imposed in connection with the use and occupancy of the Accommodations or Holiday Property pursuant to an Exchange, whether such are included in the Exchange Fee or otherwise imposed.

RTX Members are solely responsible for payment of any applicable port charges, gratuities, personal expenses, utility charges, security deposits and other fees or charges properly levied by a Resort or other party for the use of amenities and facilities.

RTX Members are solely responsible for all damage and loss to the Accommodations or Holiday Property at the Host Resort as a result of RTX Member's conduct (and the conduct of family, friends, invitees and Guests), as well as all personal charges incurred at the Host Resort including, without limitation, telephone calls, Internet service, meals and beverages, and any other applicable and permissible charges imposed by the Host Resort.

Some resort stays require or make available as an option, all-inclusive fees which are due upon check in, and pay for the guests' meals and beverages. These all-inclusive programs may include more or less, but are purely at the discretion of the resort. RTX has identified these resorts and labeled them accordingly in the displayable resort profile online. RTX

members are solely responsible for all-inclusive fee payments to the Resort.

H. GETAWAYS, REBATES, AND ADDITIONAL BENEFITS

RTX reserves the right to offer Getaways and Additional Benefits to RTX Members in exchange for Resort Weeks deposited into the RTX Week Pool and/or other costs and fees as determined by RTX from time to time.

Getaways. Getaways are comprised of all Deposited Weeks that have not been reserved in connection with a Confirmed Exchange. RTX makes Getaways available to all RTX Members. Getaways can be requested and reserved via email, facsimile, Internet (at the RTX Website), and telephone. RTX Members may reserve Getaways upon payment of the Getaway Price. Reservations of Getaways are not complete until RTX receives the applicable Getaway Price.

Subject to the terms of this Disclosure Guide, Getaways are available to all RTX Members and there is no limit on the amount of Getaways that RTX Members can reserve. Your Guests may use the Getaways you reserve; provided, however, that (i) all Getaways reservations must be made by you, as the RTX Member, on behalf of your Guests, and (ii) you, as the RTX Member, are solely responsible for all damage and loss to the Accommodations or Holiday Property as a result of the conduct of Guests and their invitees, as well as all personal charges incurred in connection with the Getaways including, without limitation, telephone calls, Internet service, meals and beverages, and any other applicable and permissible charges.

RTX reserves the right to charge an administrative fee for each Getaway reservation. That fee is currently \$7.00

Rebates. Rebates are earned credits from eligible transactions. Rebates may not be earned on transactions to which a rebate has been applied. Rebates are not redeemable for cash.

Unless otherwise specifically defined RTX Rebates will be valid for two (2) years from the date of issue. RTX Rebates not used within two (2) years will expire. RTX Rebates may be used for, or applied to, Exchange Fees, membership fees and Getaways. RTX Rebates may not be used for hotel, cruise or rental car reservations, nor for certain specified week long resort stays.

Reward Credits. Reward Credits are earned credits from eligible transactions. Reward Credits are not redeemable for cash. Reward Credits are valid for one (1) year from the date of issue. Reward Credits not used within one (1) year of issue will expire. Reward Credits may be used to offset the cost of hotel, cruise, and rental car reservations along with specific week long resort stays. Rewards Credits may not be used for Exchange Fees, membership fees or Getaways.

Additional Benefits. Additional Benefits include, without limitation, other Accommodations, products or services, as well as “special” or “promotional” offers as may be available as determined by RTX in its sole discretion and upon such Terms and Conditions as may be established by RTX from time to time. RTX may, from time to time and in its sole discretion, add, delete or modify any and all Additional Benefits offered in connection with the Exchange Program. RTX does not guarantee that any specific Additional Benefit will be available to RTX Members, or, if made available, will remain available for any specific period of time.

I. Membership Cancellation Policy

Unless established through an affiliate relationship with your Home Resort, Timeshare Plan or Club Membership in FAC, Sandcastle South Resort or ETC, you may cancel your purchase of a RTX Premium or RTX Premium Plus membership at any time prior to midnight of the third business day after the date of your enrollment which is the date on which you create your RTX membership account either online or via telephone and payment of applicable membership fees has been received..

To cancel your membership mail or deliver a signed cancellation notice to Resort Travel & Xchange, 521 College Street, Asheville, NC 28801, Attn: RTX Member Services no later than midnight of the third business day following the date on which you completed your membership enrollment stating you wish to cancel your membership. Alternatively you may send notice not later than midnight of the third business day following the date on which you completed your membership enrollment stating that you wish to cancel your membership to the following email address: exchange@rtx.travel.

If you cancel your RTX Premium or RTX Premium Plus membership using this procedure, any membership fees paid by you will be refunded within ten (10) business days following receipt by RTX of your cancellation notice.

Upon cancellation of your RTX Premium or RTX Premium Plus membership you will be enrolled in a complementary RTX Basic membership. Any benefits of the RTX Premium or RTX Premium Plus membership conferred upon you prior to cancellation shall be forfeited in the event of cancellation.

J. RESERVATION CANCELLATION POLICY

We understand that circumstances sometimes change causing plans to be altered at the last minute. Where we can, we try our best to accommodate special circumstances once you have paid for your Confirmed Exchange. Subject to the following “Cancellation Policy,” RTX Members may cancel their Confirmed Exchanges or reservations for Getaways or

Additional Benefits by notifying RTX by telephone or in writing.

Cancellation Policy.

- If a RTX Exchange is cancelled with 24 hours of confirmation of Exchange, there is no cancellation fee
- If a RTX Exchange is cancelled more than 46 days from check-in, the RTX Member will receive full credit of Resort Week(s) deposited but will forfeit the Exchange Fee paid
- If a RTX Exchange is cancelled less than 45 days from check-in, the RTX Member will forfeit the Resort Week(s) deposited and Exchange Fee paid. Members may not cancel a RTX Select Week once it has been confirmed. Members will be notified prior to confirmation that a week is a RTX Select Week and that there is no cancellation.

Reservation Protection Plan,

Members may guard against the forfeitures provided in the cancellation policy by participating in the Reservation Protection Plan. Members who participate in the Reservation Protection Plan may cancel their confirmed reservation at any time and not forfeit the exchange fee that was paid to complete the reservation. Rates for participation in the Reservation Protection Plan vary and are dependent upon the Member's Membership level.

Cancellations by RTX. RTX reserves the right, in its sole discretion (without refund or credit), to cancel a Confirmed Exchange, cancel an Exchange Request or otherwise deny the Exchange privileges of any RTX Member whose Exchange Fee is rejected by the RTX Member's bank or credit card company or who has not fully prepaid all annual maintenance fees, assessments, dues, taxes, and other charges relating to its ownership or membership in the applicable Resort or Timeshare Plan. RTX may cancel or suspend membership privileges of any RTX Member failing to comply with the Terms and Conditions of RTX Membership set forth in this Disclosure Guide.

Cancellations of Getaways & Additional Benefits. Cancellation of any of these types of reservations results in forfeiture of the entire price paid in connection therewith.

In the event that a Resort becomes uninhabitable due to a natural disaster, RTX is not liable for the resulting cancellations. The Deposited Week used for this Exchange will not be eligible for another Exchange. An additional Exchange Fee will be required to confirm another Exchange Request using a newly deposited Resort Week.

K. AFFILIATED RESORTS AND RTX PARTICIPANTS

. RTX is affiliated with the Festiva Resorts Adventure Club (the "Adventure Club"), Sandcastle South Resort and Escapes Travel Choices (ETC) and RTX offers membership in the RTX Exchange Program directly to other Resort Week Owners. The address for the Adventure Club is One Vance Gap Road, Asheville, North Carolina 28805. The number of Accommodations available by virtue of RTX's affiliation with the Adventure Club is 51 and over, and the number of Currently Enrolled Members by virtue of RTX's affiliation with the Adventure Club is over 26,000. The address for the Escapes Travel Choices is 521 College Street, Asheville, NC 28801. The number of Accommodations available by virtue of RTX's affiliation with ETC is 51 and over. and the number of Currently Enrolled Members by virtue of RTX's affiliation with ETC is over 2,000. The address for Sandcastle South Resort is 2207 South Ocean Boulevard, Myrtle Beach, SC, 29577. The number of Accommodations available by virtue of RTX's affiliation with Sandcastle South Resort is 51 and over, and the number of Currently Enrolled Members by virtue of RTX's affiliation with Sandcastle South Resort is 1,000. Notwithstanding the foregoing, RTX reserves the right, in its sole discretion, to affiliate with any Resort, other Timeshare Plan, timeshare developer or manager of timeshare property at any time. Any additions of affiliates shall be determined by RTX based upon factors such as size, location, and quality of the affiliated resort and its accommodations and facilities.

The number of Resorts available through the RTX Exchange Program varies at any given time because availability is not based on the "participation" of any particular Resort or Timeshare Plan in the RTX Exchange Program. Accordingly, in selecting a location for Exchange, RTX Members are limited to those Resorts in which Resort Weeks have been deposited.

The constantly changing Resorts available to RTX Members through the RTX Exchange Program vary in size from a few Accommodations or Holiday Properties to several hundred per Resort. Each RTX Member is given a detailed description of the applicable Resort before selecting a Resort Week at such Resort.

L. ADDITIONAL TERMS AND CONDITIONS

In addition to the foregoing, RTX Members further acknowledge and agree that:

In order for a Resort Week Owner to participate in the RTX Exchange Program, the following conditions must be met: (i) the Resort Week Owner must not be in default under their purchase contract or membership agreement with their respective Resort or Timeshare Plan and must be current on all annual maintenance fees, assessments, dues, taxes, and other charges relating to their ownership/membership in the applicable Resort or Timeshare Plan; (ii) with respect to any purported holiday property, the holiday or vacation apartment unit purported to be holiday property must meet all of the

RTX qualifications for Holiday Property as determined by RTX in its sole discretion, (iii) the Resort at which an Accommodation or Holiday Property is located must be operated in a commercially reasonable fashion as determined by RTX in its sole discretion and any holiday or vacation apartment must qualify as Holiday Property; and (iv) the Resort Week Owner must have the sole ownership and/or use rights in the Deposited Week at the time the Exchange is confirmed.

RTX may, in its sole discretion, deny Deposit Weeks from certain points-based vacation ownership products.

RTX reserves, in its sole discretion, the right to amend or modify these Terms and Conditions of participation in the RTX Exchange Program at any time and for any reason including, without limitation, the increase or decrease of fees provided for hereunder and/or the addition of membership fees and other fees. Participants will be provided with notice of all material changes to the RTX Exchange Program subsequent to the Effective Date of this Disclosure Guide. RTX reserves the right to provide such notice via newsletter, email, publication, mailing or posting on the RTX Website (www.rtx.travel), or by any other method as RTX may determine. Any amendment or modification will be effective upon publication or mailing. RTX further reserves, in its sole discretion, the right to modify, waive or eliminate any term or condition with respect to any RTX Member or group of RTX Members including, without limitation, any and all fees.

By participating in the RTX Exchange Program, each RTX Member irrevocably and unconditionally agrees that that any claim or controversy between the Member and RTX, including but not limited to statutory, contract, tort and intentional tort claims, relating to or arising from this Disclosure Guide, the Member's RTX Membership or the purchase thereof, shall be resolved by binding arbitration. The arbitration shall be conducted, at the RTX Member's discretion in the federal district wherein the RTX Membership was purchased, within 50 miles of the Member's primary residence, or in Buncombe County, North Carolina.

Whoever first demands arbitration shall choose one of the following organizations to administer the arbitration: 1) JAMS; 2) the American Arbitration Association ("AAA") or 3) any other arbitration administrator to which the other Party agrees in writing. The arbitrator(s) will be selected pursuant to the rules and procedures of the arbitration administrator, and will have no personal or pecuniary interest, either directly or indirectly, in any business or family relationship with either of the Parties. To the extent the rules or regulations of the arbitration administrator conflict with the express terms of this arbitration agreement, the terms of this arbitration agreement shall apply. All decisions of the arbitrator(s) will be final, binding and conclusive on the Parties.

If the RTX Member initiates arbitration, RTX will pay the portion of the initial arbitration filing fee which exceeds the federal district court filing fee in the district the Member elects to proceed. If RTX initiates arbitration, RTX will pay the entire initial arbitration filing fee. RTX will pay up to \$1,500 of the arbitrator's fees, and to the extent permitted by applicable law, the parties shall equally share arbitrator fees in excess of \$1,500.

Each RTX Member acknowledges that this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* ("FAA"). The arbitrator(s) shall apply and follow substantive law to the extent consistent with the FAA, honor any claims or privileges recognized by law and award damages or other relief allowed. Confirmation of or judgment upon any arbitration award may be entered in any court have jurisdiction. RTX and each RTX Member hereby expressly waive their right to bring or participate in a class action lawsuit or class action arbitration against one another. The arbitrator(s) may not consolidate either Party's claims with the claims of any other person, and may not otherwise preside over any form of a representative or class proceeding.

If any legal action is initiated by a RTX Member or a Guest or by RTX pertaining, directly or indirectly, to the Disclosure Guide or RTX in general, and RTX prevails, that RTX Member or Guest shall, except where prohibited by law, without limitation, pay all costs incurred by RTX in defending such action, including reasonable attorneys' fees, paralegal fees and court costs.

The Terms and Conditions in this Disclosure Guide constitute the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter.

RTX's logo, brand name and other trademarks may not be used without the prior written permission of RTX. Other logos and brand names described herein may be trademarks of their respective owners.

The Terms and Conditions of participation in the RTX Exchange Program shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of laws and principles.

They remain subject to any and all procedures, terms, conditions, rules and regulations, and financial obligations related to a RTX Member's ownership/membership in its Resort and/or Timeshare Plan.

They are responsible for abiding by the rules and regulations of the Host Resort. Each RTX Member is responsible for his or her own actions as well as the actions of his or her family, friends, invitees, Guests and any other Persons permitted by a RTX Member to use the Accommodation or Holiday Property in connection with an Exchange, Additional Benefits and Getaways.

The failure of a RTX Member to fully comply with all of its obligations related to its ownership/membership in its Resort and/or Timeshare Plan may result in such RTX Member being unable to enjoy the rights and benefits otherwise available in connection with the RTX Exchange Program.

Any Resort Week deposited for Exchange must not be utilized by or assigned to any other Person. Resort Weeks to be banked in the RTX Week Pool may not be deposited with another exchange company ("Double Banking"). RTX Members shall be solely responsible for any expenses incurred by RTX or another RTX Member who has been denied access to a Deposited Week as a result of Double Banking.

RTX Members who desire to deposit Resort Weeks which are based upon vacation points or "floating" timeshare weeks must obtain either confirmed unit week reservations/assignments from their Resort or Timeshare Plan or coordinate with RTX in obtaining such confirmed unit week (or the applicable points) from the RTX Member's Resort or Timeshare Plan before their Resort Weeks can be deposited into the RTX Week Pool.

Participation in the RTX Exchange Program is for personal, non-commercial purposes only. The commercial use, including without limitation auction, rental or sale, of Resort Weeks obtained through RTX (whether by Exchange, Getaways or Additional Benefits), Exchange Requests or Confirmed Exchanges is strictly prohibited.

All Exchange transactions are between RTX and the applicable RTX Member. Guests are not parties to any transaction between RTX and RTX Members. All Confirmed Exchanges must include the name of the Person(s) allowed to check-in at the Host Resort. Any changes in such Person(s) must be made by the RTX Member who made the Exchange by contacting RTX. Upon receipt of such change, RTX will issue a new Exchange Confirmation and the Host Resort will be notified accordingly.

Accommodations, services and amenities related to Inventory vary by location and Resort, and Accommodations and Holiday Property may vary in size, quality and décor.

The total number of people occupying the Accommodation or Holiday Property must not exceed the maximum occupancy of the unit set forth in the Exchange Confirmation or reservation;

otherwise, access may be refused or an additional charge may be levied against the RTX Member.

All Accommodations and Holiday Property used and occupied in connection with an Exchange must be left in the same condition as when the RTX Member arrived – "Clean and Tidy."

Any breakages/damages must be reported immediately to the Host Resort staff. The RTX Member is solely responsible for all damage and loss to the Accommodations or Holiday Property at the Host Resort as a result of RTX Member's conduct (and the conduct of family, friends, invitees and Guests, and the family, friends and invitees of Guests), as well as all personal charges incurred at the Host Resort including, without limitation, telephone calls, Internet service, meals and beverages, and any other applicable and permissible charges imposed by the Host Resort.

RTX Members are solely responsible for the payment of any and all bed tax, transient occupancy tax or similar tax that may be imposed in connection with a Participant's use and occupancy of the Accommodations at a Participating Resort, provided that unless otherwise stated all taxes are included in the Exchange Fee.

RTX Members are responsible for payment of any all-inclusive fees that may be charged by any resort to cover the member's food and beverage during the vacation. It is the RTX member's responsibility to know what is or is not included in the all-inclusive fee charged directly by the Resort.

RTX Members are responsible for payment of any applicable port charges, gratuities, personal expenses, utility charges, security deposits and other fees or charges properly levied by a Resort or other party for the use of amenities and facilities.

RTX is not responsible for loss, damage to, or theft of personal property related to a RTX Member's use of Accommodations and/or Holiday Property, nor is RTX liable for personal or bodily injury to a RTX Member or its guests and invitees in connection with such use.

Telephone conversations between RTX Members and RTX in connection with the RTX Exchange Program may be recorded and/or monitored for quality control and training purposes and RTX Members hereby expressly consent to such recording and monitoring.

RTX may occasionally offer promotions, products and services through a variety of marketing programs, including through the use of telephone and email solicitations.

RTX's liability to a Member or Guest for any loss, injury or damages resulting from their use of or inability to use the RTX

Exchange Program shall be limited to the fees paid to RTX for the relevant use. In no case shall RTX be liable for special, consequential, incidental or indirect damages. Non-RTX Exchange Program related programs and services offered through RTX or by third parties with permission of RTX, are subject to separate terms and conditions and may be changed, eliminated or added to without prior notice to RTX Members. RTX shall not be responsible for the action or omissions and/or representations (whether oral or written) of any third parties. This limitation applies regardless of the form of action whether in contract, tort or otherwise. This limitation of liability shall also apply to RTX and all affiliated companies, successors, assigns and agents of RTX.

Upon a RTX Member's renewal of participation and upon each instance of receipt of a Confirmed Exchange or reservation for Getaways or Additional Benefits, any and all legal claims of a RTX Members against RTX are and shall be waived and RTX is and shall be released from any and all liability arising from a RTX Member's participation in the RTX Exchange Program with respect to a claim which may have occurred through the date of renewal or receipt of the Confirmed Exchange or reservation for Getaways or Additional Benefits.

To the best of RTX Member's knowledge, neither RTX Member, its owners (if RTX Member is an entity), its officers, directors or employees or anyone else affiliated with RTX Member, whether by a common ownership, by contract, or otherwise, has been designated as, or is, a terrorist, a "Specially Designated National" or a "Blocked Person" under U.S. Executive Order 13224, in lists published by the U.S. Department of the Treasury's Office of Foreign Assets Control, or otherwise.

All written information RTX Member submits to RTX about his/her/its Resort or Timeshare Plan, the RTX Member or his/her/its finances was or will be at the time delivered, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between RTX and RTX Member except as expressly stated in these Terms and Conditions or otherwise in this Disclosure Guide.

RTX Member will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all losses and expenses, incurred by any Indemnitee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at a resort, or involving personal injury or property damage, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of RTX Member, any party associated or affiliated

with RTX Member or any of the owners, officers, directors, employees, agents or contractors of RTX Member or RTX Member's affiliates. RTX Member has no obligation to indemnify any Indemnitee for damages to compensate for property damage or personal injury if a court of competent jurisdiction or the governing body of any alternative dispute resolutions proceeding makes a final decision not subject to further appeal that the Indemnitee engaged in willful misconduct or intentionally caused such property damage or bodily injury.

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

Any RTX Member whose conduct, or whose family's, Guest's or invitee's conduct, shall be deemed by RTX to be likely to endanger the welfare, safety, harmony or good reputation of RTX or is otherwise improper, may be reprimanded, suspended or expelled from the RTX Exchange Program, and have all privileges associated therewith suspended or terminated. RTX shall be the sole arbiters of what constitutes improper conduct as contemplated herein.

If the Accommodations or Holiday Property for which an Exchange, Getaways of any Additional Benefit has been confirmed become unavailable due to natural disaster, act of God, terrorism, civil unrest, or any other event beyond RTX's control, you waive any and all claims against RTX.

Any complaints about the Accommodations, Holiday Property or services provided at a Host Resort should be made at the earliest opportunity to a person of authority at the Host Resort. In the event the Host Resort does not resolve the matter, you may notify RTX in writing and provide complete and accurate details of the matter within thirty (30) days of your return. We reserve the right to refuse to consider any complaints made where this procedure has not been followed.

Exchange or non-exchange-related programs and services offered by RTX or by third parties with the permission of RTX shall be governed by this Disclosure Guide including, without limitation, these Terms and Conditions, but may be subject to additional and/or separate terms and conditions and may be changed or eliminated without prior notice to you. Unless specifically stated to the contrary, where the context

requires otherwise or where otherwise prohibited, this Disclosure Guide shall control. RTX accepts no responsibility for the acts or omissions of any third parties providing such programs or services directly to you.

If you or your Guest fail to comply with this Disclosure Guide or fail to pay any sums owed to RTX, Resort or any other entity affiliated with RTX, your Confirmed Exchange or reservation may be revoked, your Membership may be suspended or terminated, or access may be denied to any of the products or services offered by RTX without further obligation. In the event of a suspension based upon non-payment, your Exchange privileges will remain suspended until all sums that are owed are paid.

If RTX should be prevented, hindered or delayed in the performance of any obligation hereunder, including, but not limited to, providing Accommodations or Holiday Property, due to a "Force Majeure" beyond its reasonable control, and which cannot reasonably be circumvented by RTX through the use of alternate sources or other means, then RTX shall be excused from further performance upon written notice to the affected RTX Member stating the reason for such nonperformance. The term "Force Majeure", as used herein, shall mean and refer to (i) an act of God or public enemy, fire, explosion, perils of the sea, lightning, earthquake, storm,

flood, declared or undeclared war, revolution, insurrection, riot, act of piracy, act of terrorism, sabotage, blockade, embargo, accident, epidemic or quarantine; (ii) action by a governmental authority which prevents or delays performance of RTX's obligations hereunder; or (iii) a strike, lockout or other labor unrest resulting from any cause and whether or not the demands of the employees involved are reasonable or within RTX's power to concede. Notwithstanding RTX's inability to perform any obligation hereunder, the Member's obligations hereunder shall continue.

These Terms and Conditions and this Disclosure Guide are exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between RTX and anyone else is for RTX Member's benefit. The section headings in this Disclosure Guide are for convenience of reference only.

Should RTX allow RTX Member to deviate from these Terms and Conditions or this Disclosure Guide, RTX may insist on strict compliance at any time after written notice. RTX's silence or inaction may not be used to establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under these Terms and Conditions or this Disclosure Guide by RTX must be in writing and signed by RTX's authorized representative to be effective.

RECEIPT

The undersigned owners/purchasers hereby acknowledge their receipt of the Disclosure Guide to the RTX Exchange Services, which RTX reserves the right to change and update as needed from time to time, to which this Receipt is attached.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

By signing below, I expressly authorize RTX to deliver or cause to be delivered telemarketing calls, prerecorded messages, and SMS text messages regarding their products and services, using a manual dialing system, an automatic telephone dialing system or an artificial or prerecorded voice, to me at the telephone number I entered below, even if this number is a mobile phone number. I understand that I am not required to give my consent as a condition of purchasing any property, goods, or services.

Phone Number(s): _____

Signature: _____

Print Name: _____

Date: _____