

Recording Requested By:
Stewart Title Guaranty Company

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Holiday Inn Club Vacations Incorporated
9271 South John Young Parkway
Orlando, Florida 32819
Attention: John C. Alvarez, Esq.



KAREN ELLISON, RECORDER

**ASSIGNMENT OF SPONSOR RIGHTS
FOR
RESORT WEST VACATION CLUB**

THIS ASSIGNMENT OF SPONSOR RIGHTS FOR RESORT WEST VACATION CLUB (the "**Assignment**") is made and entered into as of the 12th day of November, 2019 (the "**Effective Date**"), by and between **Resort Investment Capital, LLC**, a Nevada limited liability ("**Assignor**") and **Holiday Inn Club Vacations Incorporated**, a Delaware corporation ("**Assignee**").

RECITALS:

WHEREAS, pursuant to that certain Third Amended and Restated Bylaws of Resorts West Vacation Club, a Nevada non-profit corporation ("**Club**"), dated February 2, 2013 (the "**Club Bylaws**"), Assignor is the "**Sponsor**" (as such term is defined in the Club Bylaws);

WHEREAS, pursuant to Section 13.9 of the Club Bylaws, Assignor, as Sponsor, may assign such rights to any successor, whereupon such assignee, shall become the "Successor Sponsor" accruing to the rights and obligations of Sponsor under the Club Bylaws;

WHEREAS, Assignor and certain of its affiliates, as "Sellers", and Assignee, as "Buyer", entered into that certain Purchase and Sale Agreement dated August 1, 2019, pursuant to which Assignor agreed to assign to Assignee all of Assignor's Sponsor rights under the Club Bylaws and the Governing Documents (as such term is defined in the Club Bylaws); and

WHEREAS, Assignee desires to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals.** The above recitals are true and correct, form a material part of this Assignment and are incorporated herein by this reference.

2. **Assignment of Sponsor Rights.** Assignor does as of the Effective Date hereby assign and set over unto Assignee, its successors and assigns forever, all of Assignor's right, title, interest, powers, privileges, benefits and obligations as "Sponsor" under the Club Bylaws and

Governing Documents, as amended or modified from time to time. Assignor is not transferring the obligations or liabilities of Assignor or its parent, subsidiaries or affiliates that arise or in any way relate to the actions, inaction or conduct of Assignor or its parent, subsidiaries, affiliates, agents or employees prior to the Effective Date. Nothing in this Assignment shall be construed to vest Assignee, its parent, subsidiaries or affiliates with any liability to fund any developer subsidies or budget deficits which may have accrued prior to the closing of the transactions contemplated by the Purchase and Sale Agreement dated as of August 1, 2019 by and among Assignor, Assignee and other affiliates of Assignee.

3. **Acceptance and Assumption by Assignee.** Assignee as of the Effective Date hereby accepts such assignment of the above-referenced rights, title, interest, powers, privileges, benefits and assumes and agrees to perform obligations of Assignor as “Sponsor” under the Club Bylaws and Governing Documents, which arise or accrue from facts occurring on or after the Effective Date. Assignee does not assume any obligation or liability arising or in any way related to the actions, inactions or conduct of Assignor prior to the Effective Date. Nothing in this Assignment shall be construed to vest Assignee with any liability, specifically including, but not limited to, funding of any developer subsidies, developer guaranties, or budget deficits which may have been committed to, expressly or impliedly, by Assignor or its parent, subsidiaries, affiliates, agents, or employees prior to the Effective Date. Assignee shall hereinafter have all rights to act and exercise all rights, powers, privileges, benefits and assumes all of the obligations of Assignor as “Sponsor” under the Club Bylaws and Governing Documents.

4. **Indemnity by Assignee.** Subject to Section 6, below, Assignee and the Assignee’s successors and assigns hereby jointly and severally indemnify and hold the Assignor and any parent, subsidiary, participant, and affiliate of the Assignor, and their respective successors and assigns, harmless from and against any and all liabilities, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including attorney’s fees (including, without limitation, contingency or similar fee arrangements) and expert witness fees, sustained or incurred by the Assignor, its parent, subsidiaries, participants, or affiliates or their respective successors and assigns, as a result of claims or causes of action arising out of the Assignee’s right, title and interest as “Sponsor” under the Club Bylaws and Governing Documents and pursuant to this Assignment, after the Effective Date of this Assignment. The Assignee shall defend any such claim or cause of action brought or asserted against the Assignor pursuant to this Section at the expense of the Assignee, with counsel designated by the Assignor.

5. **Indemnity by Assignor.** Subject to Section 6, below, Assignor and the Assignor’s successors and assigns hereby jointly and severally indemnify and hold the Assignee and any parent, subsidiary, participant, and affiliate of the Assignee, and their respective successors and assigns, harmless from and against any and all liabilities, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including attorney’s fees (including, without limitation, contingency or similar fee arrangements) and expert witness fees, sustained or incurred by the Assignee, its parent, subsidiaries, participants, or affiliates or their respective successors and assigns, as a result of claims or causes of action arising out of Assignor’s right, title and interest as “Sponsor” under the Club Bylaws and Governing Documents and pursuant to this Assignment, prior to the Effective Date of this Assignment. The Assignor shall defend any such claim or cause of action brought or asserted against the Assignee arising out of

any of the foregoing set forth in this Section at the expense of the Assignor, with counsel designated by the Assignee.

6. **Future Cooperation.** Assignor hereby covenants and agrees that it will, at any time, and from time to time, upon written request therefore, execute and deliver to Assignee, or its successors and assigns, such documents as Assignee may reasonably request in order to fully assign and transfer the Sponsor rights under the Club Bylaws and the Governing Documents conveyed hereby and vest same in Assignee or its successors or assigns. Furthermore, in the event that there is any third-party dispute related to the matters in this document, including threatened or actual litigation from such third-parties, neither party shall have the power or authority to bind the other to any settlement of any claims or admit liability if such admission could cause liability for the other party, in each case, without the prior written consent of the other party, which consent may be withheld in such party's sole and absolute discretion.

Further, in connection with any such third-party claims the parties agree to reasonably cooperate and assist each other to reach an acceptable resolution to attempt to avoid litigation, by working to quickly come to a mutually acceptable resolution to any such disputes or threatened litigation. Notwithstanding anything to the contrary in this Section 5, in the event that the Assignee and Assignor are not able to within sixty (60) days of a third-party claim collectively agree on reasonable solutions to avoid litigation then nothing shall preclude Assignee from pursuing such litigation.

7. **Survival of Provisions.** This Assignment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8. **Captions.** The captions of sections of this Assignment are for convenient reference only and are not to be construed in any way as part of this Assignment.

9. **Counterparts.** This Assignment may be executed in one or more duplicate counterparts, each of which shall, upon execution by all parties, be deemed to be an original.

10. **Governing Law.** This Assignment shall be construed and enforced under and pursuant to the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment on the date first set forth above.

[Signature Page Follows]

“ASSIGNOR”

Resort Investment Capital, LLC, a Nevada limited liability company

By: *[Signature]*
Print Name: LEX ADAMS
Its: Manager

State of Nevada)
 ss.
County of Washoe)

This instrument was acknowledged before me on this 8th day of November, 2019 by Lexie Wayne Adams as, Manager of Resort Investment Capital, LLC, a Nevada limited liability company.

[Signature]
NOTARY PUBLIC



My commission expires: 01/19/22

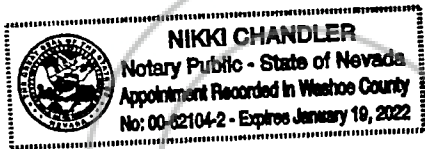
“ASSIGNEE”

Holiday Inn Club Vacation Incorporated,
a Delaware corporation

By: [Signature]
Print Name: John Alvarez
As its: Vice President

State of Nevada)
 ss.
County of Washoe)

This instrument was acknowledged before me on this 8th day of November, 2019 by John Alvarez as, Vice President of Holiday Inn Club Vacation Incorporated, a Delaware corporation.



[Signature]
NOTARY PUBLIC

My commission expires: 01/19/22